

ORDINANCE NO.: 2002-009

Granting a Franchise to South Carolina Electric and Gas Company for the construction, operation and maintenance of electric and gas systems in the City of Columbia, South Carolina

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 13th day of March, 2002, that the City Manager is hereby authorized to enter into and execute a franchise to South Carolina Electric and Gas Company for the construction, operation and maintenance of electric and gas systems in the City of Columbia, South Carolina, upon the terms and conditions set forth in the Franchise Agreement dated February 20, 2002, and attached hereto as Exhibit "A".

Requested by:



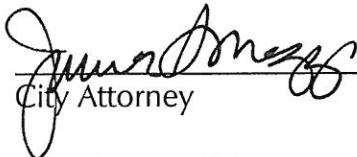
MAYOR

Approved by:



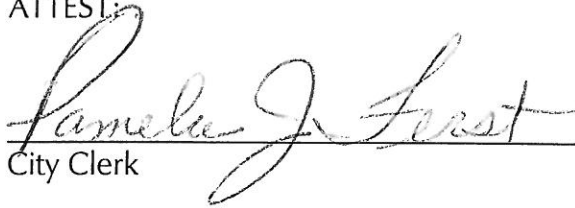
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 3/1/2002

Final Reading: 3/13/2002

ORIGINAL
STAMPED IN RED

SCE&G - FRANCHISE AGREEMENT

Section 1

Wherever the word "Company" appears in this Ordinance, it shall designate and refer to the South Carolina Electric & Gas Company, a corporation duly authorized and doing business pursuant to the laws of the State of South Carolina, and its successors and assigns and other subsidiaries of SCANA Corporation.

Section 2

The non-exclusive right, power and authority is hereby granted and vested in the Company to erect and to install, maintain and operate in, over, under, and upon the streets, alleys, bridges, rights-of-way and other public places of the City lines, poles, wires, guys, push braces, transformers, conduits, pipes, gas pipes, gas mains and services, and other appurtenant facilities, and communication lines and facilities used in connection with and for the purpose of managing electric and gas services, with any necessary right of access thereto; and to use those facilities to conduct an electric and gas utility business using the streets and public ways within the incorporated limits of the City and any other business or businesses, approved by the City, which may be lawfully conducted using the permitted facilities as approved by the City.

Section 3

No street, alley, bridge, right-of-way or other public place used by the Company will be obstructed longer than necessary during its work of construction or repair, and will be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, will be injured. However, should any such damage occur due to Company's failure to use due care, the Company will repair the same as promptly as possible, and, in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company will save the City harmless from all liability or damage (including judgment, decrees, attorney fees and legal court costs) resulting from its failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

SCE&G - FRANCHISE AGREEMENT

Section 4

A. The Company will construct, maintain and extend its electric system within the present City limits; construct, maintain and extend its electric system within annexed areas of the City where such areas were territories assigned to the Company or left unassigned by the South Carolina Public Service Commission ("SCPSC"), exclusive of any electric cooperative, and retain first right of refusal to extend its electric system within annexed areas where such areas were territories assigned to an electric cooperative by the SCPSC; and supply standard electric service at standard voltages under rates and general terms and conditions as authorized by law. The Company will also construct, maintain and extend its gas system within the limits of the City and furnish gas, if adequate gas piping is installed, to the City and residents thereof upon request, provided that the Company determines that the amount of gas to be furnished has an adequate and reasonable return on the investment necessary to provide gas service.

B. The Company will install underground electric distribution in all new commercial and residential developments of the City, under terms and conditions customarily applicable with respect to aid to construction as approved by the SCPSC. The Company will include undergrounding on public rights-of-way to such developments so far as technically practical and economically feasible under terms and conditions customarily applicable to aid to construction as provided by the SCPSC. Underground service to new customers shall not be included in the definition of Non-Standard Service.

C. The Company will annually submit its major capital expansion and construction plans of the utility system to the City Manager or the Manager's designee. The Company will submit its annual line clearing plans to and obtain specifications from the City Horticulturist or his designee. The Company will notify the City Horticulturist of any other tree trimming needs that may arise that could impact the public right of way and obtain specifications for these trimming projects.

D. The Company will maintain updated and current maps of its electric and gas system within the City, including the street lighting system. The City's emergency planning and public safety personnel will be given access at all reasonable times to the maps of the Company's electric and/or gas system necessary for the City to address emergency concerns.

SCE&G - FRANCHISE AGREEMENT

(Section 4 Continued)

E. At the City's request, the Company will provide a listing of all premises included under the franchise fee identified by street address and type service, for the purpose of auditing franchise fee payments.

F. The Company will comply with the reasonable requirements of the Columbia Code of Ordinances as they now exist or as they may from time-to-time be enacted or amended, including but not limited to the following: encroachment permit requirements, tree protection requirements, Design Review Board review and requirements, zoning and building code requirements.

G. The Company will treat the City equitably with regard to the extension of its electric and gas systems in comparison with other municipalities which the Company serves.

SCE&G - FRANCHISE AGREEMENT

Section 5

A. All street lighting agreements, practices and contracts are superseded by this franchise. The Company will properly maintain the street lighting system and provide reliable street lighting service from dusk (one-half hour after sunset) to dawn (one-half hour before sunrise) each night during the franchise period, and for other times or occasions of darkness. The standard street lighting requirements and charges are those contained in the Company's tariffs approved by the SCPSC and that are included in Exhibit A, which is attached to this franchise and made a part hereof; these tariffs may be amended from time to time by the Company pursuant to a filing approved by the SCPSC. The Company's "Joint Ownership Lighting Option" program, contained in Exhibit B, which is attached to this franchise and made a part hereof, is also available at the City's request. Should the City choose lighting units of a different type and character than those included in Exhibits A or B, then a new lighting unit charge and specification shall be agreed upon by the Company and the City; and the new charge and specification will become a part hereof.

B. The City will have the right to purchase and own new street lighting fixtures and poles, and may install, maintain and repair such a system provided that such fixtures, poles and system are on a City owned circuit that is separately metered, or a reasonable alternative can be achieved to compensate the Company for the energy usage.

C. The Company will own and maintain the existing fixtures and poles under the tariffs contained in Exhibit A, and will install and maintain new standard fixtures, poles and circuits as requested by the City.

D. Except as otherwise provided herein, the City will have the right at any time to order the installation of new lamps in areas not presently served by street lighting.

E. The City will have access at all reasonable times to maps, records and rates relating to street lighting in the City.

F. The Company will make changes in the location of installed lamps and facilities covered by this franchise upon written order of the City.

SCE&G - FRANCHISE AGREEMENT

(Section 5 Continued)

G. The Company shall make repairs to the street lighting system upon notice from the City that there is a defective standard lamp.

H. The Company will provide an estimated time of repair when requested by the City.

I. The City will notify the Company concerning the installation of new unmetered traffic signals prior to their installation, and provide the Company, upon request, a listing of all such installations by location.

SCE&G - FRANCHISE AGREEMENT

Section 6

The company may supply any form of gas containing approximately one thousand (1,000) BTU's per cubic feet, and its obligation in respect thereto shall continue only so long as it is able to obtain adequate supply of such gas hereunder, provided however, that in the supply of such gas the City shall enjoy equal rights with respect to other areas served by the Company.

Section 7

A. The City and the Company agree that all facilities installed and all work performed by the Company or its contractors within the municipal limits shall be in accordance with applicable City Ordinances the National Electric Safety Code and the applicable electric and gas rules and regulations as adopted by the SCPSC or its successor to these matters.

B. None of the electric energy furnished hereunder shall be sold, disposed of, or exchanged by the City to others without the express written consent of the Company.

C. Consistent with Good Utility Practices, the Company agrees to provide electric power that is reliable and safe, provided such power hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or power surges beyond the control of the Company. If major interruptions in electric and/or gas services occur, the Company, consistent with Good Utility Practices, will restore service in a reasonably prompt fashion, taking into account the circumstances that caused the outage, and will keep the City notified of restoration efforts on at least a daily basis. As used herein, "Good Utility Practices" means the practices, methods and acts engaged in or approved by a significant portion of the electric power and/or gas industry during the relevant time period or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, the requirements of governmental agencies having jurisdiction, and at the lowest reasonable cost; the term "Good Utility Practices" is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods or acts.

SCE&G - FRANCHISE AGREEMENT

Section 8

A. All work upon the streets and public places of the City shall be done under the general supervision of the Mayor and Council of the City or their designee, and in compliance with applicable Ordinances and reasonable requirements of the City. Sidewalks, streets, pavements or street surfaces that may be displaced by reason of such work will be properly replaced or repaired by the Company

B. The Company will, to the maximum extent possible, use existing utility rights-of-way and existing utility poles, conduits and facilities, where practical, and coordinate with the City regarding street construction, rebuilding, resurfacing and repair to minimize multiple disturbances of the same area. The Company will, to the extent safety clearances are maintained, allow the City to place City owned wires, cables signage for City or City sponsored events and other attachments on utility poles located in rights-of-way and public places of the City.

SCE&G - FRANCHISE AGREEMENT

Section 9

A. By practice and under SCPSC orders, franchise fees are pre-payments; therefore, for the right to use the streets and public ways of the City for placement of the Company's electric and gas facilities during the next succeeding calendar year, the Company shall pay the City annually, on or before the last business day of June each year beginning with the year 2002, a franchise fee equal to three percent (3%) of the gross sales revenue accrued during the calendar year immediately proceeding the year in which the franchise fee is paid. The sales revenue on which the franchise fee is paid is based on the following: (i) sale of electricity and gas to the Company's customers within the City, excluding industrial customers, the Fort Jackson Military Reservation and the City's own accounts and excluding gas sales under SCPSC approved special sales programs that allow the Company to reduce prices to meet customers' competitive energy prices and (ii) sale of wheeling or transportation service to such customers within the corporate limits of the City. The franchise fee percentage and/or the class of customer sales to which the percentage applies may be changed by the City Council; provided however, that prior to any such change, the City shall amend this Section 9.A by a vote of the City Council following a ninety (90) day written notice to the Company as well as properly advertised notices to the public. Notwithstanding the foregoing, during the term of this agreement the percentage of gross sales revenue shall not exceed five (5%) percent. Any other products or businesses and other revenue accruing to the Company in the City will be subject to further franchise fees and/or business license taxes as may be appropriate.

B. The City's receipt of franchise fees as provided herein will be in lieu of all occupation, license, excise and special franchise fees, and shall be full payment of all money demands, charges, or fees associated with electricity and/or gas service, except ad valorem taxes on property.

C. The Company may at its option pay and deduct from its franchise fee payments any amounts due to it from the City for energy sales or services supplied to the City by the Company.

D. It is expressly understood that the franchise fee imposed hereunder shall be collected from customers of the Company within the municipal boundaries to the extent permitted by applicable orders of the SCPSC or its successor regulatory agency.

SCE&G - FRANCHISE AGREEMENT

(Section 9 Continued)

E. The City may levy, and the Company will collect and transmit to the City, a franchise fee on the same sales and percentages of electricity and gas sold by third parties to customers within the City using the Company lines or facilities. Said fee is to be in all respects equivalent to the franchise fees established herein plus a proportional share of all other payments to the City which the Company is obligated to make on whatever basis during the life of this franchise for any similar services provided by said third parties.

F. The City will notify the Company in writing of areas annexed into City and provide pertinent maps and tax map numbers so that newly annexed customers may be subject to franchise fees, such notification being a precondition to franchise fee payments on these accounts.

G. Should the City itself at any time construct, purchase, lease, acquire, own, hold or operate an electric or gas distribution system to provide such service within the City in competition with the Company (except City owned backup or support services for its own facilities, or the Columbia Canal Hydro Plant as referenced in Section 17), then the payment of the franchise fee herein provided to be paid by the Company shall abate, cease and no longer be due.

Section 10

The electric and gas franchise granted by this ordinance, when accepted by the Company, will constitute a contract between the City and the Company, and will be in effect for an initial term of Thirty (30) years, and will continue year-to-year thereafter until properly terminated by either party. Either party may terminate the contract at the end of its initial thirty (30) year term, or its anniversary date any year thereafter, by giving written notice of its intention to do so no less than two (2) years before the proposed date of termination.

SCE&G - FRANCHISE AGREEMENT

Section 11

A. The City may require the Company to provide underground or other non-standard service to existing electric customers including the use of special equipment or facilities or the use of special landscaping, screening, or re-routing of facilities within the municipal limits of the City (Non-Standard Service). The cost of Non-Standard Service is defined as those costs which exceed the costs of standard service under approved tariffs.

B. Costs for Non-Standard Service projects shall be defrayed by amounts in a Non-Standard Service Fund (the NSS Fund) which shall be jointly funded by the Company and the City as provided for in Section 11 D and E below. The Company shall be required to undertake Non-Standard Service projects only to the extent that balances designated to the fund are reasonably projected to be adequate to cover the costs of the projects as they are incurred.

C. The amounts designated for the NSS Fund shall be used exclusively to defray the reasonable and necessary costs of planning, designing, permitting and constructing the electric utility projects involving Non-Standard Service.

D. Each year the Company shall designate the greater of \$500,000 or the Company's gross revenue from electric services subject to the franchise fee multiplied by fifty basis points (0.50%) to the NSS Fund (the "Company Match"). This designation shall occur simultaneously with the payment of the franchise fee for the year in question and shall be in addition to the franchise fee. The Company Match funds shall remain on deposit with the Company and be paid out by the Company on a one-to-one basis with the City Match (as defined below) as needed to defray costs of Non-Standard Service. Unexpended amounts of the Company Match not used in a given year shall remain available to the NSS Fund. After the fifth year, the amount of the Company Match available to the NSS Fund shall never exceed the sum of the matches for the most recent five (5) years.

SCE&G - FRANCHISE AGREEMENT

(Section 11 Continued)

E. Each year the City shall designate the greater of \$500,000 or the Company's gross revenue from electric services subject to the franchise fee multiplied by fifty basis points (0.50%) to the NSS Fund (the "City Match"). The City Match funds shall remain on deposit with the City and be paid out by the City on a one-to-one basis with the Company Match as needed to defray the costs of Non-Standard Service. Unexpended amounts of the City Match not used in a given year shall remain available to the NSS Fund. After the fifth year, the amount of the City Match available to the NSS Fund shall never exceed the sum of the matches for the most recent five (5) years. The City may provide funds for a NSS project in advance of when a City Match would otherwise be due pursuant to this Section 11 E. (the "Advance Funds"). In that event, the Company will pay the Company Match (in an amount not to exceed the Advanced Funds) directly to the City at the time such Company Match is due pursuant to Section 11 D. If the Company match is greater than the balance of any Advanced Funds, then the Company, after paying an amount equal to the Advanced Funds directly to the City, will designate the remainder to the NSS Fund.

F. For any Non-Standard Service project involving more than twenty-five (25) existing customers, the City may designate a special franchise fee district wherein Non-Standard Service will be provided, and at its option may conduct a referendum or petition in that district to determine whether the project should go forward. Upon approval, a special franchise fee surcharge, will be applied to the electricity accounts of all customers within the boundaries of the special franchise fee district. However, the total of such special franchise fee surcharge, the franchise fee in Section 9A and any other fee provided for in Section 9 will not exceed 7% of a customer's total bill for electricity.

G. The special franchise fee surcharge will be applied beginning with the commencement of the project for a definite time not to exceed ten (10) years. Proceeds will first be used to reimburse the Company for any funds advanced for the special district Non-Standard Service project, including interest at the Company's weighted average cost of capital as filed with the SCPSC. Any proceeds in excess of the amounts due to the Company to reimburse advances shall first be used to reimburse the City for any advances made for the special district Non-Standard Service project, with interest as established by the Company's approved cost of capital, and second, to reimburse the NSS Fund for any payments made for the cost of the special district Non-Standard Service project. Remaining proceeds shall be deposited in a special fund from which further costs of the special district Non-Standard Service project will be paid.

SCE&G - FRANCHISE AGREEMENT

(Section 11 Continued)

H. All Non-Standard Service projects shall conform to good utility practices as to reliability and safety and shall be mutually agreed upon by the City and the Company, such agreement to be evidenced by execution of a letter of agreement.

I. The City shall use its efforts to acquire all necessary rights-of-way, transformer sites, or other use and access rights for Non-Standard Service projects. Within three (3) months of completion of an overhead to underground conversion project, the Company shall remove overhead facilities and the City will require other utilities to remove their facilities from the Company's poles and shall require property owners to connect to underground service.

SCE&G - FRANCHISE AGREEMENT

Section 12

A. The City agrees that it will purchase from the Company, electricity required by the City for its own use (excluding its own electric generation) including traffic signal lighting, street lighting, lighting and power for public buildings, pump stations, wells, or other installations now owned or hereafter constructed or acquired by the City and located in the corporate limits of the City for the term of this agreement. At any time during the term of this agreement should retail deregulation occur to allow the City the right to purchase electricity from another supplier, the City will have the right under this agreement to purchase electricity from an alternative supplier. If the City purchases electricity from a supplier other than the Company, the Columbia Canal Hydro credits referenced in Section 12 B. will no longer be available to the City. If the City elects to purchase only a portion of its electric requirements from an alternative supplier, then the Company may apply to the SCPSC for authority to change such terms and conditions as are regulated by the SCPSC at that time and under which electricity is provided to the City facilities that are not transferred to an alternative supplier.

B. The City will pay to the Company monthly, within twenty-five days of receipt of a bill from the Company, for all electric and gas energy furnished by the Company for light, power and gas services under this franchise in accordance with rates and tariffs and terms and conditions as established by law or by contract. If the City requests, bill statements will be consolidated, so far as practical. The Company will apply the power outputs from the Columbia Canal Hydro Plant as a credit to the City's electric accounts pursuant to the methodology contained in the contract for the conveyance of the Columbia Canal Hydro Plant properties to the City.

C. Nothing in this franchise ordinance shall be deemed to restrict the right of the Company to apply to the SCPSC for any lawful rate relief to the costs of complying with any requirements imposed by The City of Columbia Code of Ordinances or any other applicable municipal requirements referred to in the above Sections herein that the Company claims exceed the costs of providing standard facilities or service. However, nothing in this franchise ordinance shall be construed to imply that the City agrees that the granting of any such rate relief is justified or to restrict the right of the City to intervene in any such docket in the SCPSC and to oppose the granting of such relief. Provided, however, that in the event the City and the Company agree on a case-by-case basis that any such requirement is non-standard, the City and the Company may agree to finance such requirement pursuant to the Non-Standard Service Fund established in Section 11 hereof.

SCE&G - FRANCHISE AGREEMENT

(Section 12 Continued)

D. Notwithstanding the provisions of Section 10 setting the thirty (30) year term of the franchise, the company and the City agree that at the request of either party, the franchise terms are subject to renegotiation, without repeal of the basic rights granted herein, if the following events occur:

1. If the City has commenced proceedings under applicable law to acquire the electric properties, and/or the street lighting system of the Company by passing an ordinance declaring its intention to do so and having completed hearings before the SCPSC pursuant to applicable State Law; or
2. If legislation restructuring of the electric industry is enacted by the General Assembly and retail access is available to all customers in all classes.

SCE&G - FRANCHISE AGREEMENT

Section 13

All notices, including communications and statements, which are required or permitted under the terms of this franchise, will be in writing and evidenced by receipt. Service of a notice may be accomplished by personal service, registered or certified mail (postage prepaid), or reputable courier service.

For purposes of notice, the addresses of the parties will be as follows:

(a) In the case of the City of Columbia:

City of Columbia
1737 Main Street, 2nd Floor
City Hall
Columbia, South Carolina 29201
Attn: City Manager
AND

City of Columbia
1737 Main Street, 3rd Floor
City Hall
Columbia, South Carolina 29201
Attn: City Attorney
AND

(b) In the case of SCE&G/SCANA
SCANA
Columbia, South Carolina 29218
ATTN: General Counsel
AND
SCE&G
Columbia, South Carolina 29218
ATTN: President

Any Party may change and its address for purposes hereof by notice to the other Party.

SCE&G - FRANCHISE AGREEMENT

Section 14

The franchise is subject to the constitution and laws of the State of South Carolina.

Section 15

~~This Ordinance will become effective upon acceptance by the Company, which will be within thirty (30) days from the date of its ratification by City Council.~~

This Ordinance shall not become effective unless and until (1) it has been accepted by the Company and (2) the Closing date of the Conveyance Agreement being negotiated between the parties. ~~all of the terms and conditions of agreements between the Company and the City of Columbia relating to public transit, water withdrawal by the City at Lake Murray, South Carolina, the transfer of the Columbia Canal Hydro Plant Project, and other related agreements have been executed by the parties and all of the transactions contemplated by such agreements have been consummated.~~

Section 16

The rights hereunder accrue exclusively to the parties, their successors and assigns. The rights and obligations concerning natural gas and electric service are severable and may be independently assigned. This franchise will not be assignable except pursuant to Federal or State Law. It is the express intent of the parties that this agreement will not create any rights in third parties.

Section 17

As consideration for the City's granting of this franchise, City and Company have agreed to the additional agreements below, which are integral to and must be executed simultaneously with this franchise:

- ~~1. Transit Transfer Conveyance Agreement~~
- ~~2. Water Contract for Lake Murray and Easement~~
- ~~3. Columbia Canal Hydro Plant Project Transfer Agreement~~

EXHIBIT A

Contents:

South Carolina Electric & Gas Company Rate Schedules

Table of Contents – Electric Rate Schedules
Current applicable municipal rates as listed:
Rates 3 (M), 9, 13 (ML), 17, 20, 25, 26

SOUTH CAROLINA ELECTRIC & GAS COMPANY

ELECTRIC RATE SCHEDULES

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	Rate 2	Low Use Residential Service	5/01
	Rate 5	Time-of-Use Residential Service	5/01
	Rate 6	Energy Saver/Conservation Residential Service	5/01
	Rate 8	Residential Service	5/01
Blue	<u>Non-Demand General Service</u>		
	Rate 3(M)	Municipal Power Service	05/01
	Rate 10	Small Construction Service	05/01
	Rate 11	Irrigation Service	05/01
	Rate 12(C)	Church Service	05/01
	Rate 13(ML)	Municipal Lighting Service	05/01
	Rate 14	Farm Service	05/01
	Rate 16	Time-of-Use General Service	05/01
	Rate 22(S)	School Service	05/01
Blue	<u>Demand General Service</u>		
	Rate 9	General Service	5/01
	Rate 19	Concurrent Demand Time-of-Use Service	5/01
	Rate 20	Medium General Service	5/01
	Rate 21	General Service Time-of-Use Demand	5/01
	Rate 23	Industrial Power Service	5/01
		Rider to Rates 20 and 23 (Cool Thermal Storage)	1/97
	Rate 24	Time-of-Use Large General Service	5/01
		Rider to Rates 23 and 24 (Interruptible Service)	1/97
Blue	<u>Lighting</u>		
	Rate 17	Municipal Street Lighting	5/01
	Rate 18	Underground Street Lighting	5/01
	Rate 25	Overhead Floodlighting Service	5/01
	Rate 26	Overhead Private Street Lighting	5/01
		Residential Subdivision Street Lighting	5/01
		Shared and Underground Lighting (Not for External Distribution)	5/01
		Rider to Residential Street Lighting (Town of James Island)	8/98
Blue	<u>Adjustment For Fuel Costs</u>		
		Adjustment For Fuel Costs	5/01
Blue	<u>General Terms And Conditions</u> (Electric)		
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SOUTH CAROLINA ELECTRIC & GAS COMPANY

ELECTRIC RATE SCHEDULES

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	Schedule WR	FERC Electric Tariff (Sheet No. 6) Wholesale Fuel Cost Adjustment	6/95
Yellow	<u>Electric Cogeneration And Standby Rate Schedules</u>		
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		Agreement for Purchase of Power	2/82
	Rate 15	Supplementary and Standby Service	5/01
	<u>Large Power Service - Real Time Pricing (EXPERIMENTAL)</u>		
	Rate 27	Real Time Pricing (RTP)	1/99

Revised May 2001

SOUTH CAROLINA ELECTRIC & GAS COMPANY**ELECTRICITY
MUNICIPAL
POWER SERVICE****RATE 3 (M)****AVAILABILITY**

This rate is available to municipal customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. This includes all municipally owned and operated facilities for power purposes including, but not restricted to public buildings and pumping stations. It is not available for resale or standby service.

CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

RATE PER MONTH

Basic Facilities Charge: \$ 13.00

Plus Energy Charge:

Summer Billing Months (June-September)

All Kwhrs. @ \$ 0.06344 per Kwhr.

Winter Billing Months (October-May)

All Kwhrs. @ \$ 0.06344 per Kwhr.

MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01579 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

SPECIAL PROVISIONS

Service shall not be supplied under this rate for establishments of a commercial nature, nor to operations primarily non-municipal. Under no conditions will the Company allow the service to be resold to or shared with others.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

TERM OF CONTRACT

Contracts shall be written for a period of not less than ten (10) years.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

Effective for bills rendered on and after
the first billing cycle of May 2001

RATE 9

GENERAL SERVICE

(Page 1 of 2)

AVAILABILITY

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power purposes such as commercial, industrial, religious, charitable and eleemosynary institutions. It is not available for resale service.

CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

RATE PER MONTH

	<u>Summer</u> (Billing Months June-September)	<u>Winter</u> (Billing Months October-May)
Basic Facilities Charge:	\$ 13.00	\$ 13.00
Demand Charge:		
First 250 KVA of Billing Demand	No Charge	No Charge
Excess over 250 KVA of Billing Demand @	\$2.60 per KVA	No Charge

The Billing Demand (to the nearest whole KVA) shall be the maximum integrated fifteen (15) minute demand measured (which may be on a rolling time interval) during the on-peak hours of 2:00 p.m. to 8:00 p.m. (weekdays excluding, Memorial Day, Independence Day and Labor Day) during the billing months of June through September.

Energy Charge:

First 3,000 Kwhrs. @	\$0.07557 per Kwhr.	\$0.07557 per Kwhr.
Over 3,000 Kwhrs. @	\$0.08014 per Kwhr.	\$0.07030 per Kwhr.

MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge and demand charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

ADJUSTMENT FOR FUEL COST

Fuel cost of \$.01579 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

POWER FACTOR

If the power factor of the Customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

TEMPORARY SERVICE

Temporary service for construction and other purposes will be supplied under this rate in accordance with the Company's Terms and Conditions covering such service.

PAYMENT TERMS

All bills are net and payable when rendered.

RATE 13 (ML)

MUNICIPAL
LIGHTING SERVICE

AVAILABILITY

This rate is available to municipal customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. This includes all municipally owned and operated facilities for lighting streets, highways, parks and other public areas, or other signal system service. It is not available for resale or standby service.

CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

RATE PER MONTH

Basic Facilities Charge: \$ 13.00

Plus Energy Charge:

All Kwhrs. @ \$ 0.05928 per Kwhr.

MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01579 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

SPECIAL PROVISIONS

Service shall not be supplied under this rate for establishments of a commercial nature, nor to operations primarily non-municipal. Under no circumstances will the Company allow the service to be resold or shared with others.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

TERM OF CONTRACT

Contracts shall be written for a period of not less than ten (10) years.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

RATE 17

MUNICIPAL STREET LIGHTING

AVAILABILITY

This rate is available to municipal customers using the Company's electric service for area and street lighting.

RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

SIZE AND DESCRIPTION	Lamp Charges per Month	Kwhrs. per Month
9,500 Lumens (HPS) (100W) Open Type (non-directional) - Retrofit	\$ 5.77	51
7,500 Lumens (Mercury) (175W) Open Type (non-directional)	\$ 5.52	72
7,500 Lumens (Mercury) (175W) Closed Type	\$ 7.32	72
15,000 Lumens (HPS) (150W) Open Type - Retrofit	\$ 5.77	63
15,000 Lumens (HPS) (150W) Closed Type - Retrofit	\$ 7.57	63
20,000 Lumens (Mercury) (400W) Closed Type	\$ 12.37	159
45,000 Lumens (HPS) (360W) Closed Type - Retrofit	\$ 12.60	144
The following fixtures are available for new installations only to maintain pattern sensitive areas:		
4,000 Lumens (HPS) (100W) Open Type (non-directional)	\$ 5.49	41
9,500 Lumens (HPS) (100W) Open Type	\$ 5.74	45
9,500 Lumens (HPS) (100W) Closed Type	\$ 7.54	45
10,000 Lumens (Mercury) (250W) Closed Type	\$ 10.11	92
27,500 Lumens (HPS) (250W) Closed Type	\$ 13.12	106
50,000 Lumens (HPS) (400W) Closed Type	\$ 12.64	164

All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mounted Luminaries	Traditional Lamp Charges per Month	Modern Lamp Charges per Month	Classic Lamp Charges per Month	Kwhrs. per Month
7,500 Lumens (Mercury) (175W)	\$ 13.82	\$ 13.82	\$ 15.17	72
15,000 Lumens (HPS) (150W) - Retrofit	\$ 14.07	\$ 14.07	\$ 15.42	63
The following fixture is available for new installations only to maintain pattern sensitive areas:				
9,500 Lumens (HPS) (100W) Traditional			\$ 14.04	45

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01579 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

RATE 20

MEDIUM GENERAL SERVICE

AVAILABILITY

This rate is available to any non-residential customer using the Company's standard service for power and light requirements and having a contract demand of 75 KVA or over. It is not available for resale service.

CHARACTER OF SERVICE

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

RATE PER MONTH

Demand Charge:

First 75 KVA of Billing Demand	\$ 975.25
Excess over 75 KVA of Billing Demand @	\$ 11.67 per KVA

The billing demand (to the nearest whole KVA) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months June through September in the eleven preceding months; or (3) sixty percent (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 75 KVA.

Plus Energy Charge:

All Kwhrs. @	\$ 0.02468 per Kwhr.
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MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01597 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years. A separate contract shall be written for each meter.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

Effective for bills rendered on and after
the first billing cycle of May 2001

RATE 25

OVERHEAD
FLOODLIGHTING

AVAILABILITY

This rate is available to customers using the Company's electric service for Overhead Floodlighting.

RATE

All night floodlighting service where fixtures are mounted on Company's standard wooden poles which are part of Company's distribution system will be charged for at the following rates:

SIZE AND DESCRIPTION	Lamp Charges per Month	Kwhrs. per Month
20,000 Lumens (Mercury) (400W)	\$ 15.07	159
40,000 Lumens (Metal Halide) (400W)	\$ 21.42	167
45,000 Lumens (HPS) (360W) - Retrofit	\$ 15.65	144
55,000 Lumens (Mercury) (1,000W)	\$ 23.92	379
110,000 Lumens (Metal Halide) (1000W)	\$ 36.46	385
130,000 Lumens (HPS) (940W) - Retrofit	\$ 29.30	370
140,000 Lumens (HPS) (1,000W) Flood	\$ 29.33	394

The following fixtures are available for new installations only to maintain pattern sensitive areas:

45,000 Lumens (HPS) (400W)	\$ 16.16	164
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Cost per month for each additional pole:

25' (Fiberglass)	30'	35'	40'	45'
\$ 7.50	\$ 3.50	\$ 4.00	\$ 5.50	\$ 6.50

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01579 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

Effective for bills rendered on and after
the first billing cycle of May 2001

RATE 26

OVERHEAD PRIVATE
STREET LIGHTING

AVAILABILITY

This rate is available to customers using the Company's electric service for overhead street lighting.

RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's distribution system will be charged for at the following rates:

SIZE AND DESCRIPTION			Lamp Charges per Month	Kwhrs. per Month
7,500	Lumens	(Mercury) (175W) Open Type	\$ 6.02	72
15,000	Lumens	(HPS) (150W) Open Type - Retrofit	\$ 7.02	63
20,000	Lumens	(Mercury) (400W) Closed Type	\$ 12.87	159
45,000	Lumens	(HPS) (360W) Closed Type - Retrofit	\$ 14.10	144
45,000	Lumens	(HPS) (360W) Shoebox Type	\$ 15.15	144
The following fixtures are available for new installations only to maintain pattern sensitive areas:				
9,500	Lumens	(Mercury) (100W) Open Type	\$ 6.99	45
9,500	Lumens	(HPS) (100W) Closed Type	\$ 8.04	45
10,000	Lumens	(Mercury) (250W) Open Type	\$ 10.61	92
27,500	Lumens	(HPS) (250W) Closed Type	\$ 12.77	106
50,000	Lumens	(HPS) (400W) Closed Type	\$ 14.14	164

Cost per month for each additional pole:

	25'	30'	35'	40'	45'
(Fiberglass)					
	\$ 7.50	\$ 3.50	\$ 4.00	\$ 5.50	\$ 6.50

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01579 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

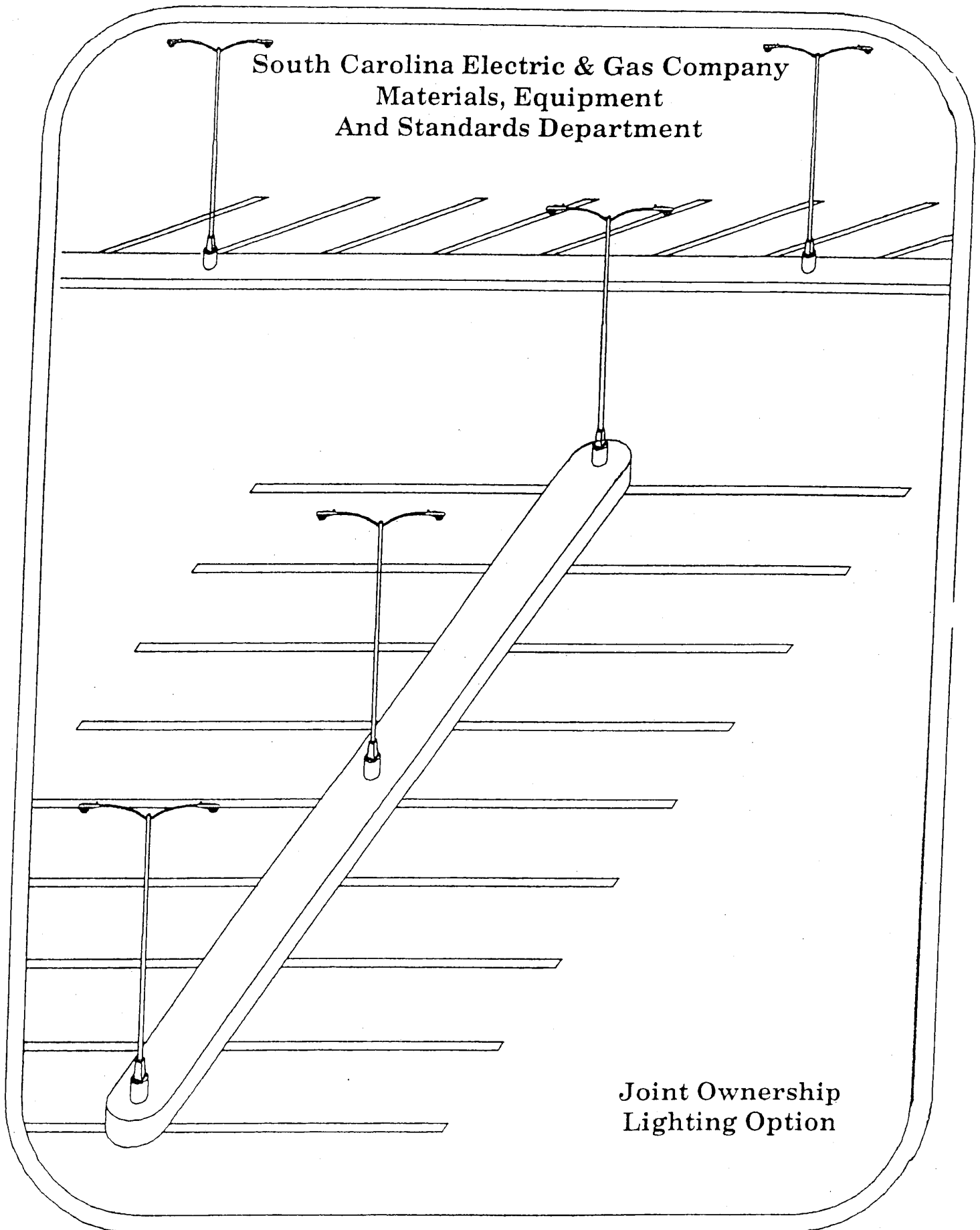
EXHIBIT B

Contents:

**South Carolina Electric & Gas Company
Materials, Equipment and Standards**

JOINT OWNERSHIP LIGHTING OPTION

**South Carolina Electric & Gas Company
Materials, Equipment
And Standards Department**



**Joint Ownership
Lighting Option**

Joint Ownership Lighting Option

Contents

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Company Responsibilities	5
Specification Guidelines.....	7
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Summary Installation.....	11
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Joint Ownership Lighting Option

I. Program

The Company is willing to enter into an agreement with responsible parties to participate in the Joint Ownership Lighting Option Program. Under this program, qualifying projects are jointly constructed and maintained with the Customer supplying specific materials and the Company furnishing other items. Conditions for consideration of an acceptable system are set forth below.

- A. Joint Ownership provides for a wider variety of poles to be used and increases the developer's ability to make a "statement" with lighting.
- B. This booklet is a guideline for anyone who desires to participate in the Joint Ownership Lighting Option Program. This program is primarily for owners of parking lots, municipal, commercial, and industrial lighting systems.
- C. The Company will consider participating in the Joint Ownership Lighting Option Program with commercial, industrial, and municipal customers subject to the conditions listed, and in accordance with good engineering practices.
- D. This program is limited to available, SCE&G standard high pressure sodium retrofit and mercury vapor lights in a variety of wattages. A number of standard structures have been approved for supporting these lights. Information on these standard structures is included in this booklet.

E. This program is normally limited to installations containing six or more lights in one project. Installations containing less than six lights must be approved by the local manager.

F. A sample contract is included.

II. Definitions

Definition of Terms

A. The term "Company" when used herein means the South Carolina Electric & Gas Company (SCE&G).

B. The term "Customer" is the other party entering into an agreement for Joint Ownership.

III. Basic Conditions

A. These conditions apply to all types of lighting plans. The Customer shall submit a request by contacting the nearest Company business office. The request shall contain appropriate information including site plans, lighting layout, and pole hardware specifications.

B. The area being served must be compatible with the plan or reasonable established lighting practices. The plan shall allow reasonable direct access from existing electric facilities. It shall also include provisions for locating required accessory equipment on the property.

- C. When the total cost to provide service, consisting of Company provided labor, materials and associated overheads, exceeds the revenue multiplier (in effect at the time this agreement is made) times the estimated annual revenue (excluding fuel cost) to the Company, the Customer shall be required to pay in advance the difference in cost. The above revenues will be based on the appropriate rate schedules.
- D. SCE&G's existing rates will be utilized in all applications; this program may be included in the "Special Provisions" allowance on rate schedules and applicable procedures.
- E. The Company's local management shall be required to determine which customers qualify and to develop means for identifying, maintaining and servicing qualified systems.
- F. All work performed by the Customer or his agent shall be in compliance with applicable national, state and local codes.
- G. Facilities used will meet utility requirements for construction.
- H. Questions associated with this program shall be referred to the Company's Marketing Department.

IV. Customer Responsibilities

- A. The Customer shall purchase and install pre-approved poles, arms, associated hardware, conduit, pull string and where applicable, foundations including bases.

- B. The Customer shall provide suitable easements for lighting, including restrictions, which will eliminate encroachments that may interfere with the continued operation and maintenance of the lighting facilities.
- C. The Customer shall execute a lighting agreement with the Company. The Customer shall not purchase any materials or equipment or perform construction associated with this Joint Ownership prior to written approval by both parties.
- D. The Customer shall perform all necessary right-of-way clearing.
- E. The Customer will erect poles, install and connect Company supplied fixtures, and install Company supplied wire from a connection point near the base of the pole to the fixture. Where conduit is specified on the approval layout, the Customer will open the trench, install conduit and pull string, and close the trench. The Customer shall install conduit and mounting bases in accordance with Company specifications. This installation shall be inspected and approved by the Company. All corrections will be at the Customer's expense.
- F. The Customer will furnish a lighting layout at his expense when minimum maintained lighting levels per IES or other criteria are required. The Company will furnish photometric charts for the fixtures. The Company guarantees neither installed nor maintained lighting levels.

- G. The Customer shall sign an agreement certifying that he has read and understands the responsibilities of both the Customer and the Company as set forth in this booklet.
- H. The Customer shall keep a readily available supply of any material used that is non-standard to the Company. The Company will not be liable for any delays to restore service caused by non-availability of non-standard material. The Company will supply a list of applicable standard material upon request.
- I. The Customer will maintain all items except lamps, photocells, fixtures, conductor, conduit and electrical connections (see paragraph V-F below).
- J. It shall be the Customer's responsibility to notify the Company when the lighting system is not working. The Company will not patrol these systems.

V. Company Responsibilities

- A. The Company shall prepare an electrical distribution layout for Customer's written approval prior to construction. Changes requested by the Customer after this approval which result in additional costs to the Company will be at the Customer's expense. Written approval may be defined as a signed copy of the distribution layout prepared by the Company. Construction will not start without this written approval.

- B. The Company will assist in designs based on standard lighting patterns and levels using these lights (except as provided in paragraph IV-F above).
- C. The Company will provide fixtures and provide and install lamps and photocells. The Company will provide and install a Company pole tag and a permanent tag to identify program participation.
- D. The Company will provide a sufficient amount of wire for the Customer to completely wire the pole, arm, fixture and connect the fixture. The Company shall make all necessary electrical connections except those made at the fixture.
- E. Where conduit is not used, the Company will perform necessary trenching and backfilling and install facilities that are to be direct buried. Where conduit is to be used, the Company will provide and install the wire to a connection point near the base of the pole.
- F. The Company will maintain lamps, photocells, fixtures, conductor, conduit and electrical connections. The Customer shall maintain all other items.
- G. Should the Company find any defective, or in the Company's opinion, unsafe condition with either the Company's or the Customer's equipment, the Company shall disconnect such equipment, groups of equipment, or all equipment from the Company's electrical system until repairs are made.

H. In the event of an emergency (such as fire, low, downed or exposed live lines, interference with a public way, etc.) the Company is hereby authorized by the Customer to disconnect the installation or parts thereof and move or remove Company or Customer equipment without liability from the Customer.

VI. Specification Guidelines

- A. Supporting structures (including mast arms and mounting apparatus) shall be designed to withstand winds of 100 MPH in any direction, while supporting the installed light fixtures. These structures shall also be able to withstand 1/2 inch radial ice vertical load on the pole, fixture and accessories.
- B. Supporting structures shall be designed to be mounted on supporting bases or directly embedded. Structures shall be directly embedded 10% of their overall length plus 2 feet (minimum). Directly embedded structures shall have added corrosion protection at the ground line.
- C. Mounting bases will be a minimum of 2.5 feet above grade in or adjacent to parking lots and shall include Company approved transformer bases.
- D. Service will be underground. Adequate provision must be made for entrance and exit of wires and a convenient interconnection point near the base or groundline of the pole. Adequate, securable access must be provided to the interconnection point.

- E. Lighting structures must be designed and located for access by trucks. Light fixture heights shall be 35 feet or less above the ground.
- F. Minimum conduit diameter shall be 2 inches. Larger sizes will be specified on the plan as required. Conduit shall be schedule 40 or equivalent as approved by the Company.
- G. All poles not directly embedded shall be grounded by means of a ground rod driven through the center conduit and a ground lug attached to the transformer base, the two being connected together with no smaller than #6 copper wire.

South Carolina Electric and Gas Company
AGREEMENT FOR JOINT OWNERSHIP LIGHTING OPTION

THIS AGREEMENT made this ___ day of _____, 1991, by and between South Carolina Electric and Gas Company, for itself, its successors and assigns hereinafter called "Company" and _____ located at _____ hereinafter called the "Customer."

being agreed and understood that:

COMPANY WILL PROVIDE and maintain light(s) as follows:

_____ 45,000 Lumens (360 WHPS Flood Lights; Rate 25) @ \$ _____ each
_____ 35' Wood Poles @ \$ _____ each

Total monthly charges \$ _____ plus S.C. Sales Tax (if applicable). These charges are in accordance with the Company's published rates.

THE INITIAL TERM of this agreement is for five (5) years, beginning on the date service is established, and agreement continues thereafter from year to year until terminated by at least thirty (30) days written notice by either party to the other of its intention to terminate the agreement, except as noted in Item 3 below.

THE TERMINATION CHARGE for Customer requested cancellation of this agreement prior to expiration of the initial agreement term as noted in Item 2 above is \$ _____. Company reserves the right to terminate this agreement and remove the lighting facilities at any time at its sole discretion. In this event, no termination charge will be applied.

SHOULD CUSTOMER ELECT, for any reason, to request relocation of Company's facilities or take any action which will require such relocation, Customer will reimburse the Company for all costs incurred by the Company as a result of such relocation.

THE RATES AND TERMS for this service are subject to change at any time by the Public Service Commission in the manner prescribed by law.

IT SHALL BE the Customer's responsibility to notify the Company when the lighting system is not working.

OTHER CONSIDERATIONS: This Agreement involves non-standard lighting facilities for the installation and maintenance activities contemplated herein. The maintenance obligations of the Company are limited to the bulbs, photo cells, fixtures, conductor, conduit and electrical connections. The Company will retain ownership of these facilities located on Customer's premises; the Customer will retain ownership and maintain all other hardware items (i.e.; poles, mounting bases, etc.). Except as otherwise specifically provided for herein, the rights and responsibilities of the parties hereto also shall be in accordance with the JOINT OWNERSHIP LIGHTING OPTION booklet and lighting layout attached hereto and made a part hereof.

Accepted:
SOUTH CAROLINA ELECTRIC AND GAS COMPANY
BY: _____

Accepted:
CUSTOMER
BY: _____

TITLE: _____

TITLE: _____

WITNESS: _____

WITNESS: _____

DATE: _____

DATE: _____



ACCOUNT NO.: _____

MAILING ADDRESS: _____

LAYOUT NO.: _____ Sht. of _____

MUNICIPAL STREET LIGHTS (COBRA HEAD)

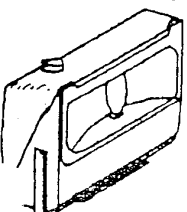
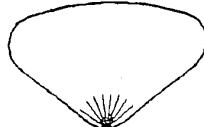
<u>LAMP</u>	<u>LUMEN OUTPUT</u>
400 watt mercury	20,000
360 watt retrofit sodium	45,000

FIXTURE	WATTAGE/ LIGHT TYPE	LUMEN OUTPUT	MONTHLY COST* (RATE)	LIGHT DISTRIBUTION PATTERN	FIXTURE COLOR
Roadway (Cobra Head) 	400 Watt/MV	20,000	\$ _____ (26)	IES Type III  Offset Oblong	Munsell Gray
	360 Watt/HPS	45,000	\$ _____ (26)		

* Rate subject to change.

FLOODLIGHTS

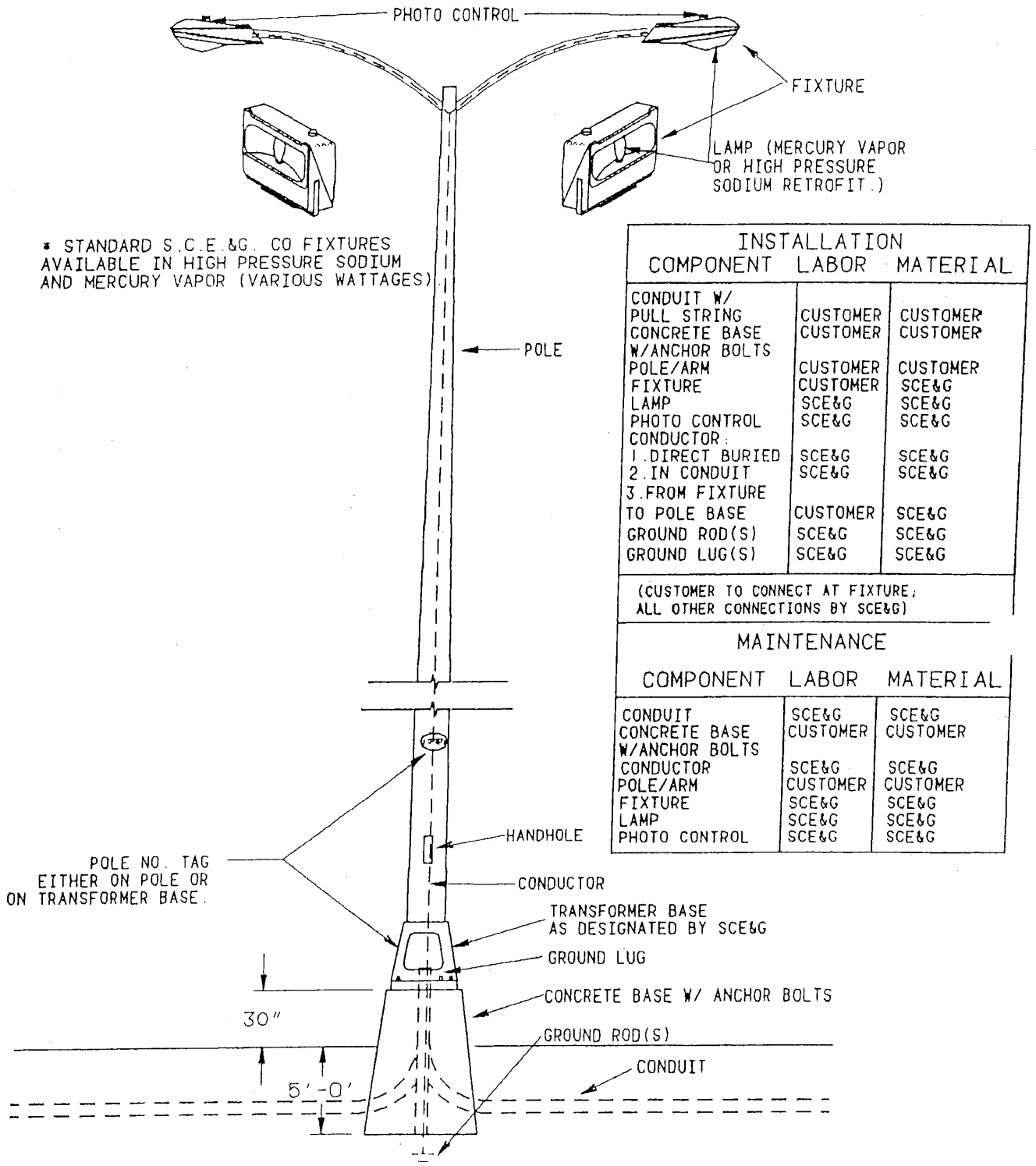
<u>LAMP</u>	<u>LUMEN OUTPUT</u>
400 watt mercury	20,000
360 watt retrofit sodium	45,000
1000 Watt mercury	55,000
940 Watt retrofit sodium	130,000

FIXTURE	WATTAGE/ LIGHT TYPE	LUMEN OUTPUT	MONTHLY COST* (RATE)	LIGHT DISTRIBUTION PATTERN	FIXTURE COLOR
Flood Light 	400 Watt/MV	20,000	\$ _____ (25)	 Directional	Munsell Gray
	1000Watt mv	55,000	\$ _____ (25)		
	360 watt/HPS	45,000	\$ _____ (25)		
	940 Watt/HPS	130,000	\$ _____ (25)		

* Rate subject to change.

MV=Mercury vapor HPS=High-Pressure Sodium.

JOINT OWNERSHIP LIGHTING



* STANDARD S.C.E.&G. CO FIXTURES AVAILABLE IN HIGH PRESSURE SODIUM AND MERCURY VAPOR (VARIOUS WATTAGES)

INSTALLATION		
COMPONENT	LABOR	MATERIAL
CONDUIT W/ PULL STRING	CUSTOMER	CUSTOMER
CONCRETE BASE W/ANCHOR BOLTS	CUSTOMER	CUSTOMER
POLE/ARM	CUSTOMER	SCE&G
FIXTURE	SCE&G	SCE&G
LAMP	SCE&G	SCE&G
PHOTO CONTROL	SCE&G	SCE&G
CONDUCTOR:		
1. DIRECT BURIED	SCE&G	SCE&G
2. IN CONDUIT	SCE&G	SCE&G
3. FROM FIXTURE TO POLE BASE	CUSTOMER	SCE&G
GROUND ROD(S)	SCE&G	SCE&G
GROUND LUG(S)	SCE&G	SCE&G

(CUSTOMER TO CONNECT AT FIXTURE, ALL OTHER CONNECTIONS BY SCE&G)

MAINTENANCE		
COMPONENT	LABOR	MATERIAL
CONDUIT	SCE&G	SCE&G
CONCRETE BASE W/ANCHOR BOLTS	CUSTOMER	CUSTOMER
CONDUCTOR	SCE&G	SCE&G
POLE/ARM	CUSTOMER	CUSTOMER
FIXTURE	SCE&G	SCE&G
LAMP	SCE&G	SCE&G
PHOTO CONTROL	SCE&G	SCE&G

POLE NO. TAG EITHER ON POLE OR ON TRANSFORMER BASE.

NOTE:
ALL NON STANDARD S.C.E.&G. MATERIAL REQUIRES M.E.S. AND LOCAL MANAGEMENT PRE-APPROVAL AND ALL CONSTRUCTION/ INSTALLATIONS SHALL BE IN ACCORDANCE WITH SCE&G SPECIFICATIONS.

TYPICAL PARKING LOT LIGHTING POLE FOUNDATION

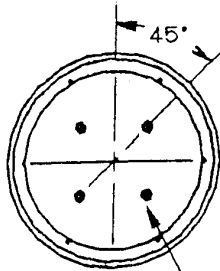
BY BH

DATE 5-16-91

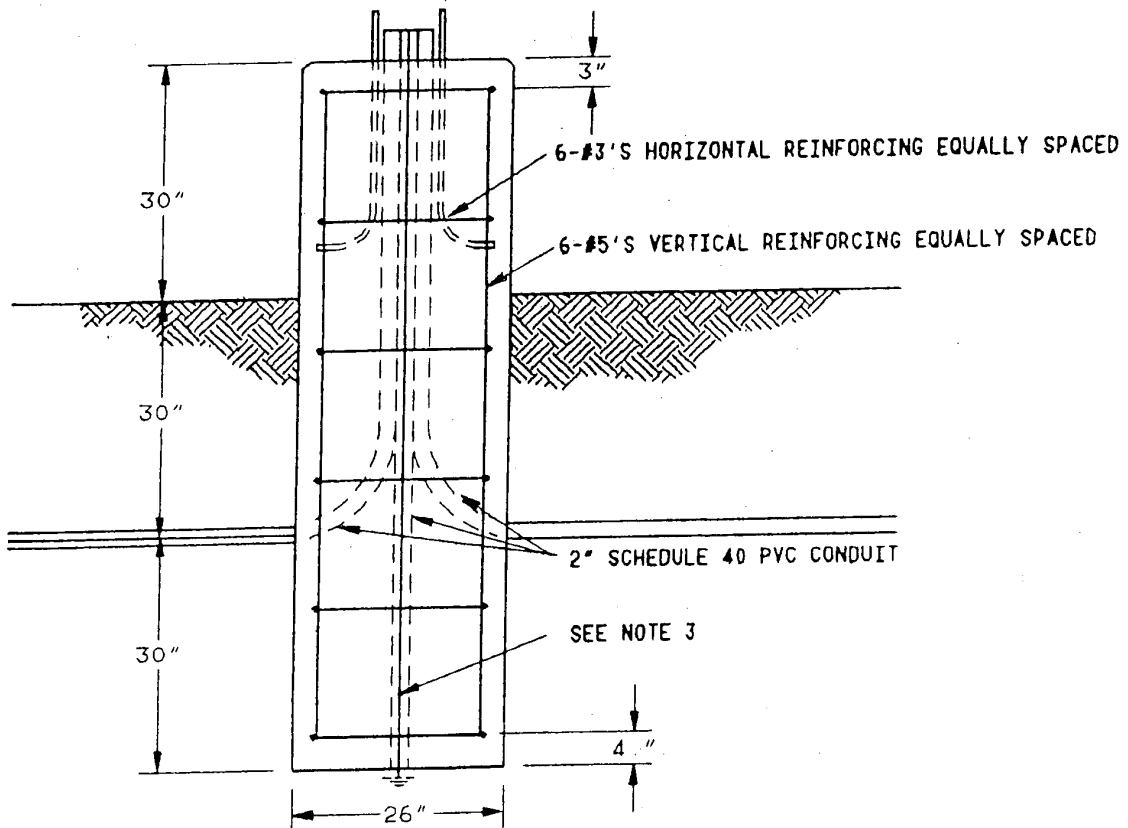
J0-2

REV. _____ SHEET 1 OF 2

ORIENT ANCHOR BOLTS
45° PER MANUFACTURER'S
RECOMMENDATION



4- ANCHOR BOLTS SIZED AND SPACED PER
MANUFACTURER'S SPECIFICATION.



NOTES:

1. VERTICAL AND HORIZONTAL BARS SHALL BE FIELD TIED WELDING NOT PERMITTED.
2. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI AND IS TO BE IN ACCORDANCE WITH SCE&G CO. SPECIFICATIONS. CONCRETE SHALL BE AIR ENTAINED 4-8%.
3. A MINIMUM OF TWO (2) 5/8" COPPERWELD GROUND RODS, BONDED BY AN EXOTHERMIC CONNECTION, SHALL BE DRIVEN THROUGH THE CENTER OF A 2" SCH. 40 PVC CONDUIT.

APP. CAY DATE 2-13-91 APP. MSI DATE 9-16-91 APP. MSC DATE 10-7-91

TYPICAL AT GRADE LIGHTING POLE FOUNDATION

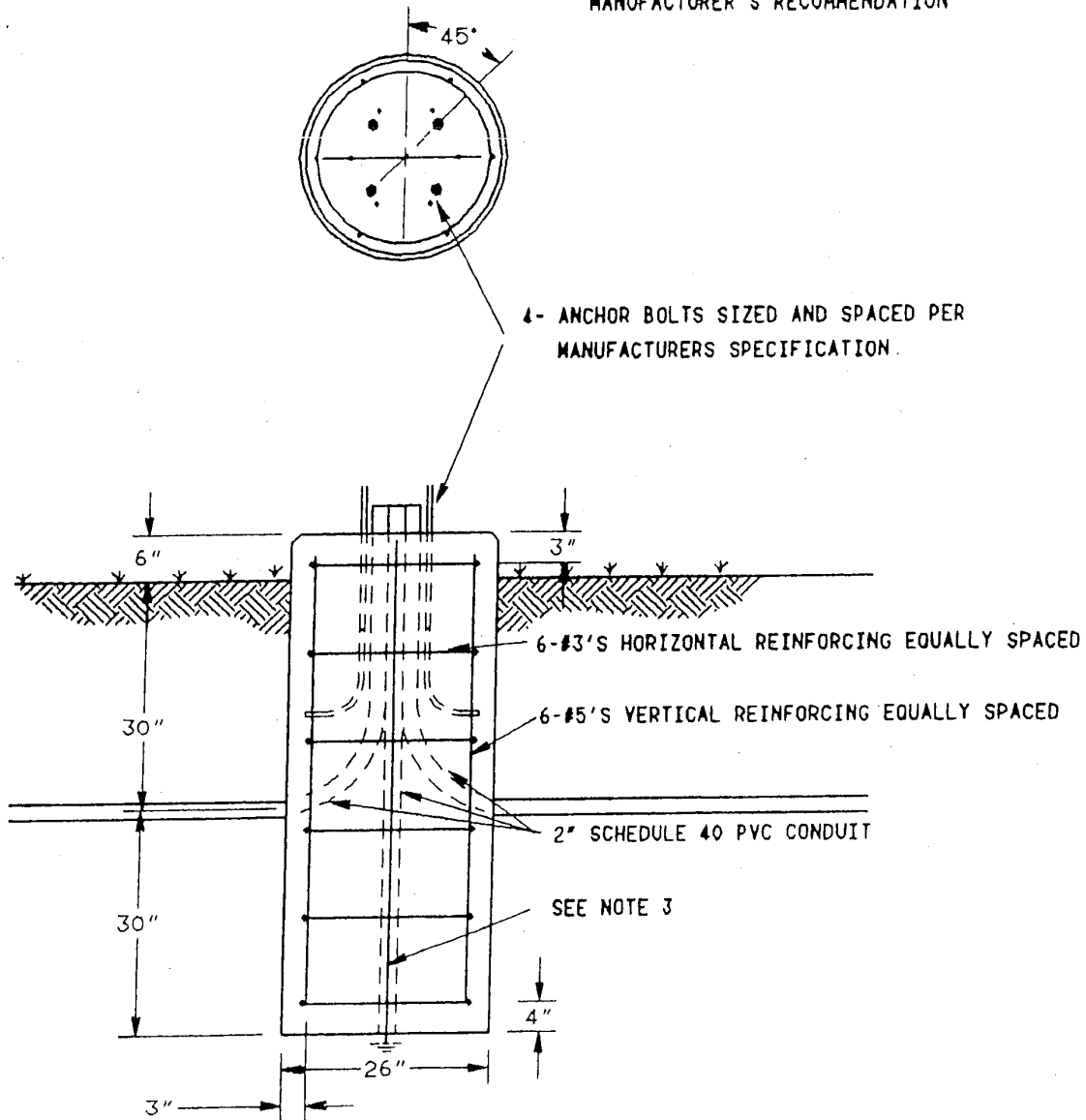
BY BH

DATE 5-16-91

J0-2

REV SHEET 2 OF 2

ORIENT ANCHOR BOLTS 45° PER
MANUFACTURER'S RECOMMENDATION



NOTES:

1. VERTICAL AND HORIZONTAL BARS SHALL BE FIELD TIED WELDING NOT PERMITTED.
2. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI AND IS TO BE IN ACCORDANCE WITH SCE&G CO. SPECIFICATIONS. CONCRETE SHALL BE AIR ENTAINED 4-8%.
3. A MINIMUM OF TWO (2) 5/8" COPPERWELD GROUND RODS, BONDED BY AN EXOTHERMIC CONNECTION, SHALL BE DRIVEN THROUGH THE CENTER OF A 2" SCH. 40 PVC CONDUIT.

APP. DATE 9-19-91 APP. DATE 9-16-91 APP. DATE 10-7-91

CONSTRUCTION STANDARDS
SOUTH CAROLINA ELECTRIC & GAS CO.



FOUNDATION MOUNTED LIGHTING POLES FOR STREET LIGHT APPLICATIONS

BY RH

DATE 8-26-91

JO-3

REV 2 SHEET 1 OF 4

REV. 2 3-26-92 MEH ADDED QUAD ALL TYPES

DATE 10-7-91

NSC

APP

DATE 9-16-91

MSI

APP

DATE 2-19-91

CAV

SINGLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
ALUMINUM	HAPCO# 23-585		ELDER & ASSOCIATES 803-794-3630
FIBERGLASS	SHAKESPEARE# AS30-16S6AA01, OPAR-6; OPHW-1, OPTB-11.5-15		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# DS210-8.0A300-P2-GALV; MS321-06-02, M-201		LION SALES INC. 803-732-0659

DOUBLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
ALUMINUM	HAPCO# 24-582		ELDER & ASSOCIATES 803-794-3630
FIBERGLASS	SHAKESPEARE# AS30-24S6AA01, (2)OPAR-4; OPHW-2, OPTB-11.5-15		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# DS210-8.0A300-P2-GALV; MS322-04-02, M-201		LION SALES INC. 803-732-0659

TRIPLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
ALUMINUM	HAPCO# 27-605		ELDER & ASSOCIATES 803-794-3630
FIBERGLASS	SHAKESPEARE# AS30-99S6AA01, OPAR-TRI-6, OPTB-11.5-15		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# DS210-8.0A300-P2-GALV; MY323-04-02, M-201		LION SALES INC. 803-732-0659

QUAD LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
ALUMINUM	HAPCO# 28-605		ELDER & ASSOCIATES 803-794-3630
FIBERGLASS	SHAKESPEARE# AS30-99S6AA01, OPAR-QUAD-6, OPTB-11.5-15		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# DS210-8.0A300-P2-GALV; MX324-04-02, M-201		LION SALES INC. 803-732-0659

NOTES:

1. ALL POLES LISTED ABOVE INCLUDE TRANSFORMER BASE AND LIGHTING ARM BRACKET(S).
2. TRANSFORMER BASE SHALL BE FURNISHED WITH GROUNDING LUG FOR GROUNDING PURPOSES.
3. ALL ABOVE NOTES SHALL BE INCORPORATED IN PURCHASING DESCRIPTION UPON ORDERING POLE.

CONSTRUCTION STANDARDS
SOUTH CAROLINA ELECTRIC & GAS CO.



FOUNDATION MOUNTED LIGHTING POLES FOR FLOODLIGHT APPLICATIONS

BY BH

DATE 8-28-91

JO-3

REV 1 SHEET 2 OF 4

APP. DATE 2-12-91 APP. DATE 10-7-91 MSC. DATE 9-16-91 APP. DATE 10-7-91 REV. #1 ADDED QUAD CONFIGURATION 3-26-92 -MEH-

SINGLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
ALUMINUM	HAPCO# 62-058; 63-002		ELDER & ASSOCIATES 803-794-3630
FIBERGLASS	SHAKESPEARE# AS30-02S6AA01; OPTB-11.5-15;OPAD-2		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# DS210-8.0A300-P2-GALV; M-201		LION SALES INC. 803-732-0659

DOUBLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
ALUMINUM	HAPCO# 62-059; 63-004		ELDER & ASSOCIATES 803-794-3630
FIBERGLASS	SHAKESPEARE# AS30-02S6AA01; (2) OPAD-2; OPBH-2-36-2; OPTB-11.5-15		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# DS210-8.0A300-P2-GALV; MD102-03-01; M-201		LION SALES INC. 803-732-0659

TRIPLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
ALUMINUM	HAPCO# 62-060; 63-010		ELDER & ASSOCIATES 803-794-3630
FIBERGLASS	SHAKESPEARE# AS30-02S6AA01; (3) OPAD-2; OPBH-3-72-2; OPTB-11.5-15		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# DS210-8.0A300-P2-GALV; MY102-02-01; M-201		LION SALES INC. 803-732-0659

QUAD LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
ALUMINUM	HAPCO# 62-067; 63-012		ELDER & ASSOCIATES 803-794-3630
FIBERGLASS	SHAKESPEARE# AS30-02S6AA01; (4) OPAD-2; OPBH-4-72-2; OPTB-11.5-15		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# DS210-8.0A300-P2-GALV; MX104-04-01; M-201		LION SALES INC. 803-732-0659

NOTES:

1. ALL POLES LISTED ABOVE INCLUDE TRANSFORMER BASE AND LIGHTING ARM BRACKET.
2. TRANSFORMER BASE SHALL BE FURNISHED WITH GROUNDING LUG FOR GROUNDING PURPOSES.
3. ALL ABOVE NOTES SHALL BE INCORPORATED IN PURCHASING DESCRIPTION UPON ORDERING POLE.
4. A POLE TOP ADAPTER FOR A 3-INCH O.D. PIPE (GENERAL ELECTRIC CAT # PTAGR-002) SHALL BE ORDERED FOR EACH FLOODLIGHT.

CONSTRUCTION STANDARDS
SOUTH CAROLINA ELECTRIC & GAS CO.



DIRECT EMBEDDED LIGHTING POLES FOR STREET LIGHT APPLICATIONS

BY BH

DATE 5-26-91

JO-3

REV. 1 SHEET 3 OF 4

APP. CAW DATE 2-19-91 APP. MSI DATE 9-15-91 APP. MSC DATE 10-7-91 REV. #1 ADDED QUAD CONFIGURATION 3-26-92 -MEH-

SINGLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
FIBERGLASS	SHAKESPEARE# BH35-16S6CH17; OPAR-6,OPHW-1		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# EM210-870-A300-P2-GV; MS321-06-02		LION SALES INC. 803-732-0659

DOUBLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
FIBERGLASS	SHAKESPEARE# BH35-24S6CH17; (2)OPAR-4,OPHW-2		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# EM210-870-A300-P2-GV; MD322-04-02		LION SALES INC. 803-732-0659

TRIPLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
FIBERGLASS	SHAKESPEARE# BH35-99S6CH17; OPAR-TRI-6		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# EM210-870-A300-P2-GV; MY323-04-02		LION SALES INC. 803-732-0659

QUAD LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
FIBERGLASS	SHAKESPEARE# BH35-99S6CH17; OPAR-QUAD-6		W.R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# EM210-870-A300-P2-GV; MX324-04-02		LION SALES INC. 803-732-0659

NOTE:

- SPECIFY A COAL TAR EPOXY COATING TO BE APPLIED FROM BUTT OF POLE TO GROUND LINE WHEN ORDERING DIRECT EMBEDDED STEEL POLES.
- ALL POLES LISTED ABOVE INCLUDE LIGHTING ARM BRACKET(S)

CONSTRUCTION STANDARDS
SOUTH CAROLINA ELECTRIC & GAS CO.



DIRECT EMBEDDED LIGHTING POLES FOR FLOODLIGHT APPLICATIONS

BY BH

DATE 5-28-91

J0-3

REV. 1 SHEET 4 OF 4

APP. CAN DATE 2-12-91 APP. MST DATE 2-16-91 APP. MSC DATE 10-7-91 REV. #1 ADDED QUAD CONFIGURATION 3-25-92 -MEH-

SINGLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
FIBERGLASS	SHAKESPEARE# BH35-02S6CH17; OPAD-2		W. R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# EM210-870-A300-P2-GV		LION SALES INC. 803-732-0659

DOUBLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
FIBERGLASS	SHAKESPEARE# BH35-02S6CH17; (2)OPAD-2; OPBH-2-36-2		W. R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# EM210-870-A300-P2-GV; MD102-03-01		LION SALES INC. 803-732-0659

TRIPLE LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
FIBERGLASS	SHAKESPEARE# BX35-02S6CH17; (3)OPAD-2; OPBH-3-72-2		W. R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# EM210-870-A300-P2-GV; MY102-02-01		LION SALES INC. 803-732-0659

QUAD LIGHT CONFIGURATION

POLE TYPE	SUPPLIER CATALOG #	FIGURE #	REPRESENTATIVE (TELE #)
FIBERGLASS	SHAKESPEARE# BX35-02S6CH17; (4)OPAD-2; OPBH-4-72-2		W. R. DANIEL & ASSOCIATES 704-525-7972
STEEL	VALMONT# EM210-870-A300-P2-GV; MX104-04-01		LION SALES INC. 803-732-0659

NOTES:

- SPECIFY A COAL TAR EPOXY COATING TO BE APPLIED FROM BUTT OF POLE TO GROUND LINE WHEN ORDERING DIRECT EMBEDDED STEEL POLES.
- ALL POLES LISTED ABOVE INCLUDE LIGHTING ARM BRACKET(S)
- A POLE TOP ADAPTER FOR A 3-INCH O.D. PIPE (GENERAL ELECTRIC CAT. # PTAGR-002) SHALL BE ORDERED FOR EACH FLOODLIGHT

CONSTRUCTION STANDARDS
SOUTH CAROLINA ELECTRIC & GAS CO.



UNDERGROUND DISTRIBUTION TRENCHING DETAIL NON-JOINT USE

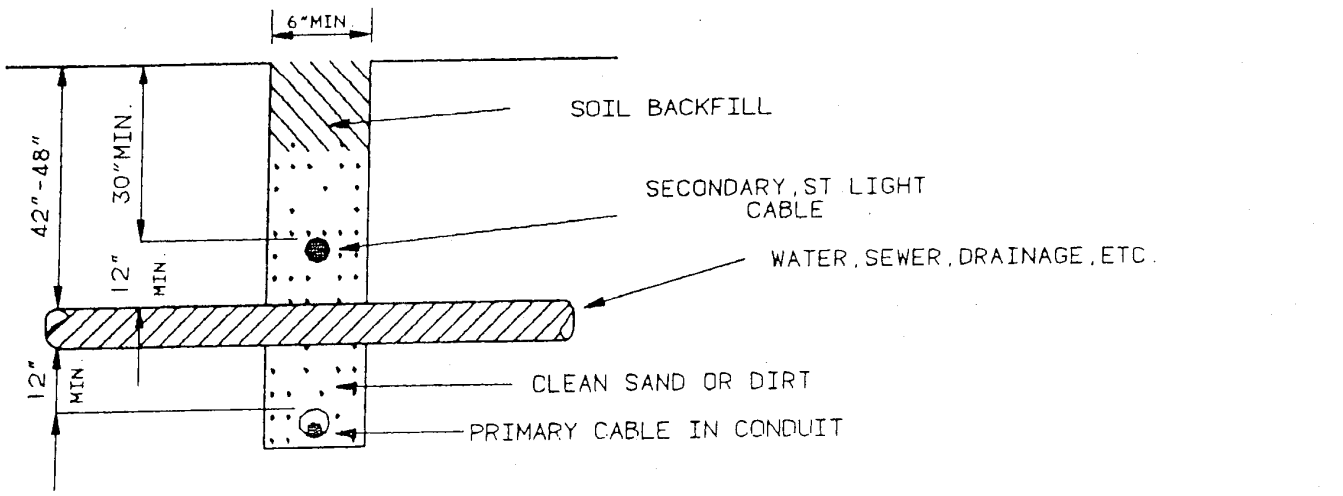
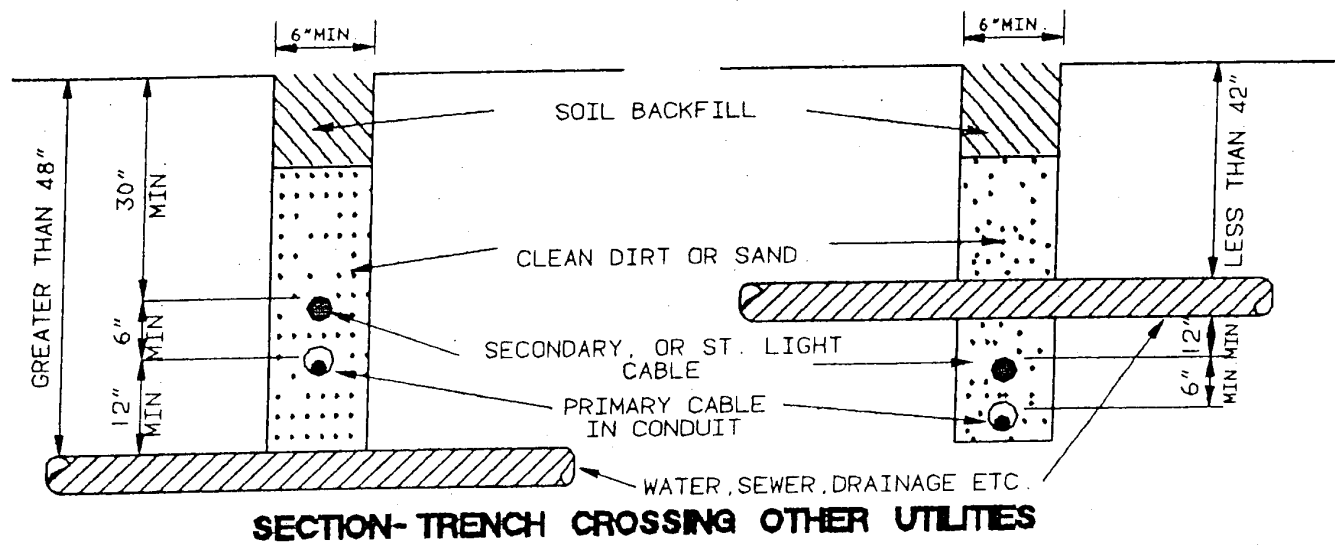
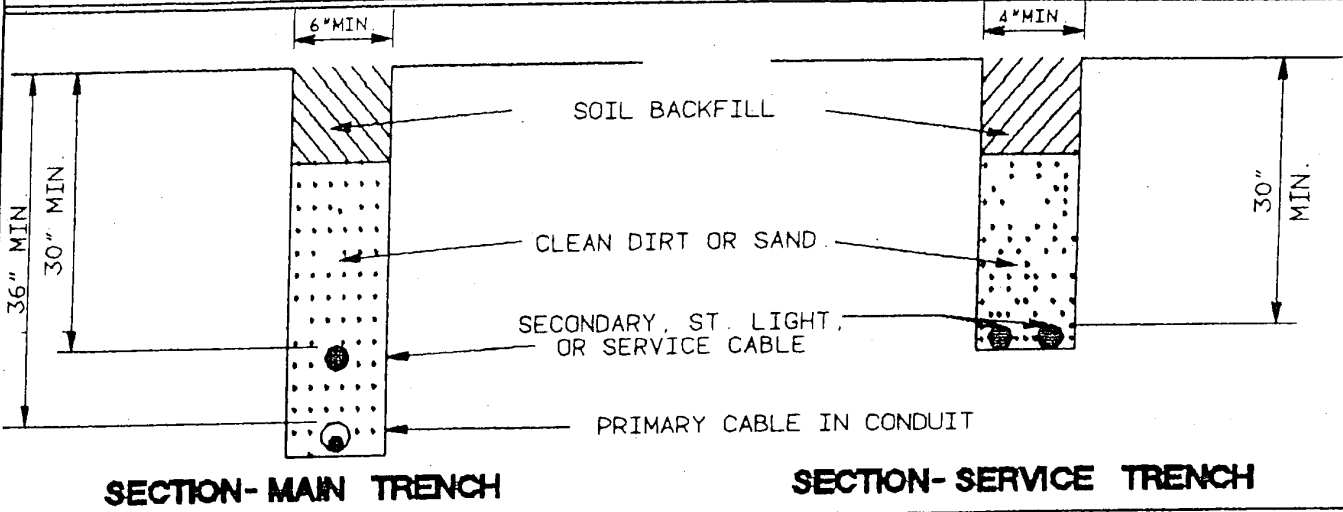
BY MEH

DATE 7-22-85

T-2

REV. 2 SHEET 1 OF 1

REV. #2 ADDED PRI. CABLE IN CONDUIT MAIN-TRENCH -MEH-2-28-92



APP. 9CC DATE 10-15-85 APP. CUR. DATE 10-15-85 APP. DATE

