CLERK
SUPREME COURT OF VIRGINIA
RECEIVED
OCT 27 1978
RICHMOND, VIRGINIA

IN THE

SUPREME COURT OF VIRGINIA

Record No. 781048

Virginia Electric and Power Company,

Appellant

v.

State Corporation Commission,
Virginia Chapter, National
Electrical Contractors Association,
Incorporated (Excluding the Roanoke
Division)

and

Curtis L. Williams,

Appellees

JOINT APPENDIX

TABLE OF CONTENTS

	Page
Application of Virginia Chapter, National Electrical Contractors Association, Incorporated (excluding the Roanoke Division) and Curtis L. Williams.	1
Stipulation dated June 3, 1976 by counsel for the Virginia Chapter, National Electrical Contractors Association, Incorporated (excluding the Roanoke Division) and Curtis L. Williams and counsel for Virginia Electric and Power Company	3
Opinion and Order of the State Corporation Commission in Case No. 19338 dated March 27, 1978, including the dissenting opinion of Commissioner Shannon.	13
Order of the State Corporation Commission dated March 31, 1978 in Case No. 19338.	37
Appellant's Assignment of Error.	40
Virginia Electric and Power Company's Schedule Nos. 23, 24 and 26, including the beginning schedules, all interim schedules, and the last and most recent schedules applied by the Company.	42

VIRGINIA:

IN THE STATE CORPORATION COMMISSION

APPLICATION OF
VIRGINIA CHAPTER, NATIONAL
ELECTRICAL CONTRACTORS ASSOCIATION,
INCORPORATED (excluding the
Roanoke Division) AND CURTIS L.
WILLIAMS

CASE NO. _____

Applicants, Virginia Chapter, National Electrical Contractors Association, Incorporated (excluding the Roanoke Division which is not in the service area of the Virginia Electric and Power Company), the members of which are persons, firms or corporations engaged in the business of electrical contracting in the Commonwealth of Virginia, and Curtis L. Williams, a member of the consuming public, respectfully request the Commission to investigate the tariffs, regulations, practices, acts and service of the Virginia Electric and Power Company (VEPCO) relating to outdoor lighting service, equipment and facilities offered and furnished by VEPCO, and after such investigation to require VEPCO to cease offering and furnishing such service, equipment and facilities in the manner it now does on the grounds that the aforesaid tariffs, regulations, practices, acts and service of VEPCO:

(a) constitute engaging in a business not permitted to public utilities by the laws of Virginia;

(b) result in unjust discrimination among the members of the consuming public;

(c) constitute the offering and furnishing of promotional allowances or inducements contrary to the best interests of the consuming public and to the policy of this Commission;

(d) result in unfair competition to persons, firms and corporations engaged in the electrical contracting business to the detriment of the consuming public; and

(e) are otherwise unjust, unreasonable, insufficient, preferential, unjustly discriminatory and in violation of law.

Applicants respectfully move that this matter be set for hearing before the Commission.

VIRGINIA CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INCORPORATED (excluding the Roanoke Division) AND CURTIS L. WILLIAMS

By _____
Of Counsel

John F. Kay, Jr.
Russell V. Palmore, Jr.
Mays, Valentine, Davenport & Moore
1200 Ross Building
P. O. Box 1122
Richmond, Virginia 23208

Counsel for Applicant

VIRGINIA:

IN THE STATE CORPORATION COMMISSION

COMMONWEALTH OF VIRGINIA

At the relation of the

VIRGINIA CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INCORPORATED (excluding the Roanoke Division) and CURTIS L. WILLIAMS,

CASE NO. 19338

Petitioners,

v.

VIRGINIA ELECTRIC AND POWER COMPANY,

Defendant.

STIPULATION

I

The parties hereto, by counsel, hereby stipulate and agree that the following question will be submitted to the Commission for determination upon the pleadings heretofore filed, upon VEPCO's rate schedules and Terms and Conditions of Service on file with the Commission, upon the facts contained herein, upon the affidavits attached hereto, and upon legal memoranda to be filed and oral argument to be presented in accordance with a schedule to be established in consultation with the Commission's counsel:

QUESTION

Should the practices of VEPCO in rendering outdoor lighting service under Rate Schedule No. 26 on file with the Commission be prohibited:

1. As being contrary to the statutes of Virginia or the articles of incorporation or by-laws of VEPCO;

2. As being unjustly discriminatory or otherwise unjust

a. because outdoor lighting service is furnished on an unmetered flat or fixed charge only under Schedule No. 26;

b. because the cost of making such installations on private property is included in VEPCO's rate base; and

c. because the expenses incurred by VEPCO in connection with the maintenance, replacement or repair of such facilities on private property and the expense of warehousing the property used in such installations are included as operating expenses for rate-making purposes;

3. As constituting the offering and furnishing of promotional allowances or inducements contrary to the policy of the Commission;

4. As resulting in unfair competition to persons, firms and corporations engaged in the electrical contracting business:

a. because VEPCO is authorized to furnish engineering service; the use of lines, poles, fixtures and lamps; installation service; maintenance service and electrical power

to the customer all for an unmetered flat or fixed rate, while a private contractor is not able to furnish electrical power;

b. because in providing such service VEPCO, which owns the facilities it installs and is responsible on an on-going basis for their safe installation and operation, is not required to employ licensed electricians, is not subject to the National Electrical Code, and is not required to pay fees or to obtain electrical inspection permits from local authorities, while private electrical contractors are required to employ licensed electricians, are subject to the National Electrical Code, and are required to pay fees to obtain electrical inspection permits.

II

It is further stipulated and agreed that, in the event the Commission determines that VEPCO should not be required to cease offering and furnishing such service, Petitioners shall not be estopped or hindered by reason of this Stipulation in pursuing in an evidentiary hearing the question whether Schedule No. 26 is discriminatory or otherwise improper, to the extent the Commission

does not resolve that question upon this Stipulation. (It is agreed that Petitioners shall not be estopped or precluded in any such evidentiary hearing from challenging the rates of return set forth in Paragraph 15 hereof, such rates of return being stipulated as correct only for the limited purpose of the determination of the issues presented to the Commission under Section I above.)

III

For the purpose of the determination of the question submitted as set forth in Section I above, and without admitting the relevancy thereof, the parties stipulate and agree that the following facts shall be taken as true and that no further proof thereof shall be required:

FACTS

1. Petitioners are the Virginia Chapter, National Electrical Contractors Association, Incorporated (excluding the Roanoke Division which is not in the service area of the Virginia Electric and Power Company) (herein NECA), the members of which are engaged in the business of electrical contracting in the Commonwealth of Virginia and in the service area of the Virginia Electric and Power Company (herein VEPCO), and Curtis L. Williams, who resides in the Commonwealth of Virginia within the service area of VEPCO and who is a rate-paying customer of electricity from VEPCO. NECA electrical contractors comprise less than a majority of the electrical contractors doing business in VEPCO's service area in Virginia, but they perform a major portion of the commercial and industrial electrical contracting work in that area.

2. Defendant, VEPCO, is an investor owned electric public utility company incorporated under and subject to the laws of the Commonwealth of Virginia, is doing business in the Commonwealth of Virginia, and is subject to regulation by the State Corporation Commission with respect to electric service at retail to non-governmental customers.

3. VEPCO is, and for some time has been, providing outdoor lighting service to customers at the rates and under the terms and conditions of Schedule No. 26, Outdoor Lighting Service, which schedule has been approved by and is on file with this Commission.

4. In providing outdoor lighting services pursuant to Schedule No. 26, VEPCO engages in the following practices, among others:

(a) It contracts with residential, commercial and industrial customers to install, maintain and operate watchlite, area and roadway lighting service on the private property of such customers at an unmetered flat or fixed charge based upon the lumens of each lamp so provided. Under the Schedule No. 26 which became effective on October 2, 1975 such charge is made on a monthly basis.

(b) The complete installation, including lines, poles, fixtures and lamps, is, and remains as, the property of VEPCO.

(c) The complete installation of the facilities to provide the service is performed in part by employees of VEPCO and in part by contract crews who perform the work under VEPCO's supervision.

(d) The employees of VEPCO who perform the installation work are not required to be licensed electricians and are not required to take competency examinations administered by local authorities. Such employees of VEPCO are required to complete VEPCO training courses and are required to pass written examinations and to demonstrate in the field their competency to perform the work assigned to them.

(e) VEPCO follows and abides by the National Electrical Safety Code in the installation of facilities under Schedule No. 26. It is not required by law to follow that code or the National Electrical Code.

(f) VEPCO is not required to obtain electrical permits or electrical inspections from local authorities nor to pay any fees for such permits or inspections as a prerequisite to performing such installations.

(g) The cost of installation of facilities provided pursuant to Schedule No. 26, including lines, poles, fixtures, lamps and engineering

services, is capitalized and placed in the rate base upon which VEPCO is permitted to earn a return.

(h) To the extent that the cost of installing such facilities is less than four times the anticipated continuing annual revenue to VEPCO from the facilities, the lines, poles, fixtures and lamps are provided for use by the customer, and the installation of such facilities is performed, at the expense of VEPCO.

(i) The cost of maintaining and repairing such installation is included as an operating expense for rate-making purposes. The cost of replacements is included in the rate base of VEPCO.

(j) VEPCO's general inventory of materials includes materials used in such installations and the expense of warehousing such items is included in the rate base.

5. Members of NECA, or certain of them, are engaged in the business of selling and installing and, in some instances, maintaining outdoor lighting facilities and fixtures to members of the public in some areas in which VEPCO offers outdoor lighting service under Schedule No. 26.

6. In connection with their business of selling and installing and, in some instances, maintaining outdoor lighting fixtures, the members of NECA:

(a) Cannot sell electricity or power.

(b) Are required to use licensed electricians, who must pass a competency examination.

(c) Must install such facilities in accordance with the standards of the National Electrical Code and are required to have their installation work inspected by local authorities.

(d) Must obtain electrical permits from and pay fees to local authorities as a prerequisite to performing such installations.

7. VEPCO supplies electricity to customers who do not utilize outdoor lighting facilities owned by VEPCO under different rate schedules than the schedules under which it supplies electricity to customers who do utilize outdoor lighting facilities owned by VEPCO. Unmetered flat or fixed rates for outdoor lighting service are not available to customers who do not utilize the outdoor lighting facilities owned by VEPCO.

8. As of December 31, 1973, VEPCO provided outdoor lighting service under Schedule No. 26 to 46,056 customers in Virginia.

9. The allocated portion of VEPCO's rate base to provide outdoor lighting service for 1970 was $9,551,313 and for 1973 was $15,217,036.

10. The gross revenue received by VEPCO for outdoor lighting service for 1973 was $3,627,917.

11. Electrical contractors are not required to install equipment or render repair or maintenance service when requested to do so by members of the public.

12. Electrical contractors are not regulated with respect to the prices they charge to members of the public for outdoor lighting equipment or repair of such equipment.

13. NECA electrical contractors have installed many outdoor lighting facilities for members of the public who are customers of VEPCO and who use electrical energy purchased from VEPCO under Rate Schedules Nos. 1, 5 and 6 to operate said outdoor lighting facilities. Some commercial and industrial customers have received proposals and elected to take service from VEPCO under Schedule No. 26 after an electrical contractor has made a proposal to such customer for the installation of such facilities.

14. When VEPCO provides service pursuant to Schedule No. 26, it installs, maintains and repairs, and continues to own and pay taxes on the necessary facilities. When an electrical contractor installs outdoor lighting facilities for a member of the public, that member of the public becomes the owner of the outdoor lighting facility and must arrange for the maintenance and repair of the facility and pay taxes on it. The electrical

contractor who installs the facilities has no continuing maintenance obligation with respect to the facilities, unless provided in a private contract between the owner and the electrical contractor.

15. VEPCO's rate of return for the year 1974 on outdoor lighting service subject to the jurisdiction of the Commission per books and unadjusted was 6.88%; the comparable rate of return on residential service was 6.83%.

/S/ John F. Kay, Jr.
Counsel for Petitioners

Dated: June 3, 1976

/S/ Guy T. Tripp, III
Counsel for Defendant

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
RICHMOND

AT RICHMOND, MARCH 27, 1978

COMMONWEALTH OF VIRGINIA

At the relation of the

VIRGINIA CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INCORPORATED (Excluding the Roanoke Division)

and

CURTIS L. WILLIAMS,
Petitioners

v.

CASE NO. 19338
OPINION AND ORDER

VIRGINIA ELECTRIC AND POWER COMPANY,
Defendant

On December 4, 1973, the Virginia Chapter, National Electrical Contractors Association, Inc. ("NECA"), excluding the Roanoke Division which is not in the service area of the Virginia Electric and Power Company ("VEPCO") and Curtis L. Williams, a resident of Virginia and an electric customer of VEPCO, filed an application requesting the State Corporation Commission ("Commission") to investigate the tariffs, regulations, practices, acts and service of VEPCO relating to outdoor lighting service, equipment and facilities and, after such investigation, to require VEPCO to cease offering and furnishing such service, equipment and facilities in the manner it now does.

By order entered January 17, 1974, the Commission directed NECA to file a bill of particulars. VEPCO then filed a motion to dismiss NECA's application, or complaint, on the ground that it did not state a cause of action entitling NECA to the relief sought. The Commission denied VEPCO's motion on April 2, 1974, after which VEPCO filed an answer to NECA's bill of particulars. Discovery procedures were then instituted by both parties.

After a conference between members of the Commission staff and counsel for NECA and VEPCO, it was agreed that the parties would attempt to enter into a stipulation setting forth the question to be submitted to the Commission, together with certain facts presumed to be true for the purpose of this proceeding. The question set forth in the stipulation is as follows:

> Should the practices of VEPCO in rendering outdoor lighting service under Rate Schedule No. 26 on file with the Commission be prohibited:
>
> 1. As being contrary to the statutes of Virginia or the articles of incorporation or by-laws of VEPCO;
>
> 2. As being unjustly discriminatory or otherwise unjust
>
> a. because outdoor lighting service is furnished on an unmetered flat or fixed charge only under Schedule No. 26;

b. because the cost of making such installations on private property is included in VEPCO's rate base; and

c. because the expenses incurred by VEPCO in connection with the maintenance, replacement or repair of such facilities on private property and the expense of warehousing the property used in such installations are included as operating expenses for rate-making purposes;

3. As constituting the offering and furnishing of promotional allowances or inducements contrary to the policy of the Commission;

4. As resulting in unfair competition to persons, firms and corporations engaged in the electrical contracting business:

a. because VEPCO is authorized to furnish engineering service; the use of lines, poles, fixtures and lamps; installation service; maintenance service and electrical power to the customer all for an unmetered flat or fixed rate, while a private contractor is not able to furnish electrical power;

b. because in providing such service VEPCO, which owns the facilities it installs and is responsible on an on-going basis for their safe installation and operation, is not required to employ licensed electricians, is not subject to the National Electrical Code, and is not required to pay fees or to obtain electrical inspection permits from local authorities, while private electrical contractors are required to employ licensed electricians, are subject to the National Electrical Code, and are required to pay fees to obtain electrical inspection permits.

The parties further stipulated that in the event the Commission finds no basis under the stipulated facts for requiring VEPCO to cease offering and furnishing outdoor lighting service pursuant to Schedule No. 26, NECA shall not be estopped, or hindered, by reason of the stipulation, from pursuing an evidentiary hearing on the question whether Schedule No. 26 is discriminatory, or otherwise improper, to the extent the Commission has not resolved that question upon the stipulated facts.

FACTS

NECA members are engaged in the business of electrical contracting in Virginia, including VEPCO's service area. Petitioner Curtis L. Williams resides in Virginia in VEPCO's service area and is a residential electric customer of the utility. NECA contractors, while comprising less than a majority of the electrical contractors doing business in VEPCO's service area, perform a major portion of the commercial and industrial electrical contracting work. A portion of their work consists of selling, installing and, in some instances, maintaining, outdoor lighting facilities and fixtures for customers in some areas in which VEPCO offers outdoor lighting service under Schedule No. 26.

In connection with the installation and maintenance of outdoor lighting fixtures, NECA members must be licensed electricians, must install the facilities in accordance with standards prescribed by the National Electrical Code, and their installation work must be inspected by local authorities. Additionally, the members must obtain local electrical permits, including payment of the required fees, as a condition precedent to installing outdoor lighting facilities. Citizens in VEPCO's service area who choose to have outdoor lighting facilities installed by electrical contractors obtain their electricity requirements from VEPCO, of course, and the charge for the electricity to illuminate the outdoor lamps is based on the metered usage at the prescribed tariff rate for the customer classification - residential, commercial or industrial.

On the other hand, when citizens contract with VEPCO for outdoor lighting services pursuant to Schedule No. 26, the complete installation is furnished, maintained and operated by the utility and remains the property of the latter. These customers are charged an unmetered, flat or fixed charge based upon lumens of each lamp provided. Complete installations of the facilities are made, in part, by employees of VEPCO and, in part, by contract crews working under VEPCO's supervision. Unlike NECA members, VEPCO

employees performing the installment work are not required by local authorities to be licensed electricians. Of course, VEPCO requires its employees to demonstrate their competence through training courses, written exams and actual field performance. While VEPCO is not required to follow the National Electrical Safety Code, it does abide by that safety Code.

The cost of installing the facilities provided by VEPCO pursuant to Schedule No. 26, including lines, poles, fixtures, lamps and engineering services, is capitalized as a part of the utility's rate base and is permitted to earn a return. To the extent that the cost of installing the facilities is less than four (4) times the anticipated continuing annual revenue to VEPCO from leasing the facilities, the lines, poles, fixtures and lamps are provided for use by the customer, and the installation is performed at the expense of VEPCO. In rate proceedings the cost of maintaining and repairing these installations is generally treated by the Commission as an operating expense. VEPCO's inventory of materials included in its rate base in rate proceedings includes materials used in the installation of outdoor lighting facilities.

As of December 31, 1973, VEPCO provided outdoor lighting service under Schedule No. 26 to 46,056 customers in Virginia,

and its total revenue during 1973 for the service amounted to $3,627,917. VEPCO's total operating revenue for the same period amounted to $550,963,000.

POSITION OF PARTIES

NECA first argues that VEPCO should be ordered to cease offering and furnishing outdoor lighting service pursuant to Schedule No. 26 because such service is contrary to the statutes of Virginia and the utility's articles of incorporation. Petitioners point to Code provisions they consider controlling of these questions, namely, §§13.1-50, 56-232 and 56-233. (VEPCO does not dispute the pertinency of the two latter Code sections. To the contrary, VEPCO contends that Code §§56-232 and 56-233 support the proposition that a proper purpose of a public service company is to provide outdoor lighting services.)

It is the position of NECA that the disputed lighting service is neither a part of nor related or incidental to VEPCO's public service business.

According to NECA, VEPCO, in effect, is leasing the property to its customer and the monthly charge is compensation not only for the physical property but also for the electricity used, and only the latter can properly be considered legitimate public service business. All other

parts of the package - engineering, installation, maintenance and leasing of the lines, poles, fixtures and lamps on the property of the customer - are not public service functions. Thus, contends NECA, the only substantial question is whether those functions are "related to or incidential to" VEPCO's stated business as a public service corporation. And they are not, according to NECA, under a reasonable interpretation of VEPCO's charter and applicable statutes.

The fact that the facilities involved are located on the private property of the customer demonstrates to NECA that the service is not related or incidental to VEPCO's public service function. Customarily, a utility installs and maintains all facilities up to and including the meter, but with full customer responsibility to install and maintain all facilities from that point, including the appliances fueled by the utility. The appliance before us happens to be an outdoor lighting fixture but, in reality, says NECA, it is no different from a furnace, water heater or air conditioner.

NECA sees VEPCO's lawful purpose as limited by its charter, "to do the business of a general electric, power and lighting company", together with all the powers and

privileges conferred on such companies by the laws of Virginia. With regard to the latter, §56-232 gives public utilities the right to "own, manage and control any plant or equipment *** for the production, transmission, delivery or furnishing of *** light [and] power *** to, or for, the public". Code §13.1-50 permits VEPCO to conduct any business "related to or incidental to" its public service business.

Petitioners urge that if the language of VEPCO's charter, and the statutes, is broad enough to authorize it to provide service under Schedule No. 26, there is virtually no limit to the kinds of businesses in which VEPCO - or any other public utility company - can engage. If VEPCO can engineer, install, maintain and lease outdoor lighting, then presumably it could perform the same services with respect to indoor lighting. It could engineer, install, maintain and lease all fixtures in homes, office buildings, apartments and hotels and furnish the electricity therefor at a flat or fixed rate. It could furnish lamps and light bulbs on the same basis. Perhaps, say Petitioners, as related or incidental to business of "a general electric [or] power" company, VEPCO could furnish all electrically operated business systems - computers, duplicating machines, recording devices and typewriters. Petitioners envision water

utilities being allowed to install, maintain and lease sinks, bathtubs, toilets, and water pumps, while furnishing the water used at a flat or fixed rate.

While Petitioners concede these examples may appear extreme, they conclude that they are logical extensions of the services provided by VEPCO under Schedule No. 26. NECA does not believe that the legislature intended for public utilities to have such broad powers nor to engage in such extensive business enterprises.

NECA's second major objection to the services being offered pursuant to Schedule No. 26, is that the services are unjustly discriminatory. The practice is prohibited, according to Petitioners, by Code §56-247, since customers who purchase and install outdoor lighting facilities at their own expense must pay for the electricity upon the basis of metered usage. Unmetered flat or fixed rates for such services are available only to customers who use outdoor lighting facilities installed and owned by VEPCO.

Further, unlike the customer providing his own facilities, the customer served under Schedule No. 26 makes no capital expenditure for the acquisition or installation of the lines, poles, fixtures and lamps and he makes no payment for maintenance on the basis of actual cost.

The foregoing distinctions, argues NECA, are not justified, and result in an unreasonable classification and unjust discrimination. NECA says that serving some customers on a flat or fixed rate and others on a metered basis according to use has frequently been held by the courts to be discriminatory.

Petitioners take exception to VEPCO's practice of capitalizing the costs of such installations, which include lines, poles, fixtures, lamps and engineering services. It is improper, they say, to place these costs in the rate base upon which VEPCO earns a return. NECA also objects to the practice of treating the costs of maintaining and repairing these installations as an operating expense for rate-making purposes.

NECA recognizes that a public utility is entitled to earn a fair return on property used or useful for its public service purposes, which excludes from the rate base any property not being so used. By including in its rate base the cost of lighting installations made on private property for private use, and by including the maintenance and repair expenses on such property as an operating expense for rate purposes, VEPCO is improperly charging ratepayers with a non-utility expense and is earning a return on property not devoted to public service, argues NECA.

Petitioners final principal objections are that the practices constitute the offering and furnishing of promotional allowances, or inducements, contrary to the policy of this Commission, and result in unfair competition to those engaged in the electrical contracting business.

NECA submits that VEPCO's Schedule No. 26, in effect, is a promotional allowance, or practice, designed to induce customers - particularly commercial and industrial customers - to use not only electric power but also the utility's appliances and equipment. By offering the customer a package deal for a flat monthly rate, Petitioners see VEPCO as seeking to induce customers to use Schedule No. 26 to satisfy their outdoor lighting needs, rather than providing the equipment themselves with the attending costs of installation and maintenance, in addition to the cost of electricity on a metered basis.

As to their argument that the subject practices result in unfair competition, NECA submits that when a utility offers a service (electricity) which is protected as a state-sanctioned monopoly, which service is tied inextricably by tariff to a non-protected, non-monopoly service (here, the installation of outdoor lighting facilities), the Commission should consider the effect of such a tariff upon a like non-protected service offered by private enterprise.

It appears to NECA that the private electrical contractor may lawfully furnish every aspect of outdoor lighting service now furnished by VEPCO, excepting only the electric energy. By tying its protected service to its non-protected service, VEPCO obtains a competitive advantage over the private electrical contractor in the sale of non-protected service. While a private electrical contractor presumably could lease outdoor lighting facilities to its customers, as does VEPCO, NECA points out that electricity could not be included as part of the lease arrangement.

NECA sees the private electrical contractor as subject to still other competitive disadvantages. The latter is required to employ licensed electricians to do the work, while VEPCO is not; the private contractor is subject to the National Electrical Safety Code, while VEPCO is not; and the contractor is required to purchase local electrical inspection permits from local authorities, while VEPCO is not.

VEPCO, in response to the foregoing, urges the Commission to deny NECA's application as being contrary to the public interest. VEPCO contends that the Commission's primary concern should be the public interest, "not the private interest of certain electrical contractors".

Responding to NECA's contention that VEPCO's practices pursuant to Schedule No. 26 are contrary to Virginia statutes

and to the utility's charter, VEPCO contends that such service is thereby expressly authorized. VEPCO quotes from Code §56-232, which reads in part:

> The term 'public utility' . . . shall mean and embrace every corporation . . . that . . . may own, manage or control any plant or equipment . . . for the production, transmission, delivery or furnishing of . . . light . . . to or for the public.

Pointing to its articles of incorporation, VEPCO sees its corporate purposes as follows:

> To do the business of a general electric, power and lighting company, with all of the rights, powers and privileges of such companies, . . . conferred by the constitution and laws of the State of Virginia . . ..
>
> * * *
>
> . . . [To] have and enjoy all of the rights, powers and privileges granted to, or conferred upon railway, light and power companies by the laws of the State of Virginia . . ..

The language of Code §56-232 is traced by the utility to Chapter 340 of the 1914 Virginia Acts of Assembly, and the utility argues that, since the earliest days of regulation, lighting services have been an approved and proper activity for a public utility in Virginia. VEPCO further

responds that the disputed service is not beyond the proper scope of its regulated activity, that Petitioners challenge the service by attempting to isolate the component parts of the service (e.g., engineering, installation and maintenance) while arguing that VEPCO may provide only electricity. According to VEPCO, the fallacy of seeking to so isolate the parts lies in NECA's ignoring VEPCO's authority to perform the functions necessary to provide the light service. These functions include installation, maintenance and ownership of the fixtures providing the light. According to VEPCO, these are all public utility functions.

In response to NECA's allegation that the VEPCO practices are unjustly discriminatory, VEPCO says that there is a valid reason for utilizing a flat rate under Schedule No. 26. The equipment used for this service has uniform specifications. Because the lights are on only during hours of darkness, VEPCO knows how much electricity will be used by each customer provided the service. Accordingly, customers are charged on a basis reflecting electricity consumption. In other words, VEPCO says there is justification for a flat rate and the Company has a method for determining the amount of electricity it is using.

In response to the charge that the service constitutes promotional allowances, or inducements, contrary to Commission

policy, VEPCO's brief contends, "there is nothing in this record, nor anywhere else, that suggests a charge that Schedule No. 26 amounts to a 'payment, subsidy or allowance' to influence use of the equipment in question." To the contrary, says VEPCO, the cost of providing service under Schedule No. 26 is allocated to that schedule in setting rates in a general rate case. In support of this contention the utility refers to the stipulation which shows its rate of return under Schedule No. 26 to be virtually identical to its return from residential service, being 6.88 percent and 6.83 percent, respectively.

NECA's charge that Schedule No. 26 results in unfair competition to the electrical contracting business is denied by the utility. VEPCO submits that there is no unfair competition and no subsidy or special promotional rate under the schedule, as evidenced by the foregoing rate of return comparison. VEPCO implies that by offering outdoor lighting services, competition is increased because of the wider range of market choices offered the public.

FINDINGS

In providing outdoor lighting service, the facilities such as the lamps, lines, poles and fixtures, remain the property of the utility. The cost of material and labor for installing the outdoor lighting facilities is capitalized

and included in VEPCO's rate base for rate-making purposes. The cost of maintaining and repairing the lighting equipment is treated as an operating expense for rate-making purposes. The allocated portion of the utility's rate base to provide outdoor lighting service for 1973, was $15,217,036. When VEPCO, or any utility, devotes its property to public use, the services received by the public are designed to be sold at cost, plus a fair profit. This right of the utility, or entitlement, to receive its cost, together with an opportunity to earn a fair rate of return, attaches to all of a utility's property used for public purposes.

After a careful analysis of the pleadings and stipulation, we conclude that the appropriate question for our determination is whether VEPCO, in rendering outdoor lighting service under Schedule No. 26, should be accorded cost of service entitlement for the cost of providing the service. It is our opinion, and we so find, that VEPCO should cease offering and furnishing the service, equipment and facilities pursuant to tariff provisions. Whether VEPCO should continue to provide outdoor lighting service independent of cost of service entitlement is a question not herein decided.

In finding that VEPCO should terminate outdoor lighting service pursuant to tariff provisions, we also find that the cost necessary to provide the service is not an expense

properly attributable to the cost of installing and maintaining facilities devoted to public use.

An accepted principle of law is that a utility is entitled to the opportunity to earn a reasonable return on its rate base. This right to "just compensation" is a constitutional entitlement in exchange for the devotion of the utility's property to the public use.

The law does not require any specific method of determining the valuation of utility property devoted to public use. Any reasonable method may be used, including our methodology - "original cost" - if such method does not result in an unfair or confiscatory rate of return. It is an accepted principle that the method of calculating a rate base may vary according to the kind of utility being regulated. However, in determining the value of the property comprising its rate base, utility property not used or useful for the purpose of rendering its public service obligation is excluded. Identification of the property to be included in the rate base is a factual determination for this Commission.

Inclusion of specific property in the rate base, or its exclusion, requires inquiry into the economic nature of the regulated business and determination whether such property represents an investment reasonably necessary to carry on successfully the regulated aspect of the business. In our

judgment, neither the economic characteristics of VEPCO's business of generating and distributing electricity, nor its investments in the equipment and facilities furnishing outdoor lighting service pursuant to the terms and conditions of Schedule No. 26, justify rate base entitlement for such property. Accordingly, we find that this property should not be included in the utility's rate base.

When the legislative body confers "public utility status" on natural monopolies there remains to the regulatory body the public policy task of ascertaining the proper scope of regulation; that is, it remains necessary to define the parts of the business where internal economies of scale justify public control and protection. Such a task need not be an all or nothing determination for a company's entire operations.

In our judgment, that part of an electric company's operations that have a long-run natural monopoly tendency is the part upon which the special status of public utility was meant to be conferred. This point is observed in the recent decision, Cantor v. Detroit Edison Co., by Mr. Justice Stevens. He said, delivering the opinion of the Court, ". . . public utility regulation typically assumes that the private firm is a natural monopoly and that public controls are necessary to protect the consumer from exploitation." 428 U.S. 579, 596-7. When not exercising its natural

monopoly powers a public utility should not be subject to price control and, therefore, would have no claim to rate of return entitlement.

It is the natural monopoly aspect of VEPCO's public utility business that requires the benefits of regulation. In providing electric service, VEPCO is entitled to cost-of-service benefits for the appropriate cost associated with the generation, transmission and distribution of electricity. However, when an electric utility engages in competitive business conduct that does not have long-run natural monopoly tendencies, the cost of doing such business should not receive rate of return entitlement.

Certain members of the National Electrical Contractors Association are engaged in the business of publicly selling and installing and, in some instances, of maintaining outdoor lighting facilities and fixtures in areas in which VEPCO offers service under Schedule No. 26. NECA contractors have installed many outdoor lighting facilities which are supplied with electricity under VEPCO tariff, Schedule Nos. 1, 5 and 6.

VEPCO, in contracting with residential, commercial and industrial customers to install, maintain and operate watchlite, area and roadway lighting service on private property, is engaging in competitive business conduct. The economic

characteristics of such competitive business conduct do not justify VEPCO's receiving rate base - rate of return entitlement. In factually determining the economic characteristics of the outdoor lighting business, we observe and give weight to the fact that VEPCO is not required to perform this service as part of its public service obligation.

THEREFORE, IT IS ORDERED that VEPCO tariff Schedule No. 26 be, and same hereby is, cancelled and VEPCO is hereby directed to file within one hundred and eighty (180) days from date hereof a proposal to eliminate the rate making treatment now afforded the outdoor lighting service offered pursuant to Schedule No. 26. This cause is continued generally.

SHANNON, Commissioner, dissenting.

I do not agree with the majority finding that VEPCO should terminate outdoor lighting service pursuant to tariff provisions and that the cost for providing the service is not an expense properly attributable to the cost of installing and maintaining facilities devoted to public use. Section 56-233 of the Code of Virginia provides that service by a public utility company "is used in this chapter in its broadest and most inclusive sense and includes not only the use of accommodations afforded consumers or patrons, but also any product or commodity furnished by any public

utility and equipment, apparatus, applicances and facilities devoted to the purposes in which such public utility is engaged and to the use and accommodation of the public." (Emphasis added.) We can take official notice of tariff schedules on file with the Commission which indicate that Virginia Electric and Power Company has offered outdoor lighting service since May, 1939. On May 1, 1939, Schedule 23 providing for street and highway lighting service became effective. The availability clause in that schedule states "This schedule is available in the entire territory served by the Virginia Electric and Power Company to individuals, companies and corporations for series street lighting type of service on streets, alleys and private property." On March 15, 1950, Schedule 24 superseded Schedule 23. On August 2, 1965, a revised Schedule 24 and a new Schedule 26 became effective. Thus, the long-standing administrative practice has been for the utility to offer the type of service which the Petitioners are asking to be discontinued and which the majority has ordered to be canceled as a tariff service.

For more than thirty years, at least seven former members of this Commission have had an opportunity to consider the service provided in Schedule 26 and prior similar tariffs - as well as similar tariff services offered by

other utilities and cooperatives - and, to my knowledge, have never questioned its validity under the applicable statutes of Virginia. The service provided in Schedule 26 was also considered by the present Commission in several VEPCO rate cases in recent years when we determined the rates to be charged for this and other electrical services.

As of December 31, 1973, there were 46,056 Virginians receiving service under VEPCO's Schedule 26. There are many customers who could not afford to pay the capital costs of installing security lighting which will result from the majority's decision. Moreover, the majority's decision will inevitably lead to the discontinuance of similar outdoor lighting service now being offered by the State's five other investor-owned utilities and the fifteen electric cooperatives[1] operating in the Commonwealth, thereby affecting additional thousands of Virginians. I feel very strongly that providing security outdoor lighting on customers' property is a lawful utility service offered in the public interest. Accordingly, I would deny the relief sought by the Petitioners in this proceeding.

---

[1] All twenty-one electric utilities under the jurisdiction of the State Corporation Commission provide outdoor lighting service on schedules filed with the Commission similar to the VEPCO tariff here in issue. And, in addition, I am reliably informed that Apco, Delmarva, Pepco, Potomac Edison, and VEPCO all offer outdoor lighting service to customers in the other states each serves.

AN ATTESTED COPY hereof shall be sent to Guy T. Tripp, III, Esquire, Hunton & Williams, P.O. Box 1535, Richmond, Virginia 23212; John F. Kay, Jr., Esquire, Mays, Valentine, Davenport & Moore, P.O. Box 1122, Richmond, Virginia 23208; and an attested copy shall be delivered to the Commission's Divisions of Public Utilities, Public Utility Accounting and, Economic Analysis and Research.

—7-9-58—15M (Thick).

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

AT RICHMOND, MARCH 31, 1978

COMMONWEALTH OF VIRGINIA

At the relation of the

VIRGINIA CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INCORPORATED (Excluding the Roanoke Division)

and

CURTIS L. WILLIAMS,

Petitioners

v.

CASE NO. 19338

ORDER

VIRGINIA ELECTRIC AND POWER COMPANY,

Defendant

It appearing to the Commission that tariff Schedule No. 26, heretofore filed with this Commission by Virginia Electric and Power Company (VEPCO), was cancelled as of March 27, 1978, by Order of this Commission entered in this proceeding;

It further appearing that by letter of March 29, 1978, counsel for VEPCO advised the Commission as follows:

> The Commission's Opinion and Order dated March 27, 1978 in this proceeding has created a number of uncertainties with respect to Vepco's outdoor lighting service. Vepco intends to file a petition for rehearing or reconsideration within the 21 days specified in the Commission's Rules, but in the meantime some guidance from the Commission is needed. The Commission's Opinion and Order states on page 21 that 'Vepco tariff Schedule No. 26 be, and same hereby is, cancelled'. Faced with this apparently immediately effective cancellation of Schedule No. 26, the Company has ceased installing outdoor lighting facilities and

work has been stopped on installation jobs in progress. I realize that the Company is directed to file within 180 days a proposal to eliminate the rate-making treatment now affording outdoor lighting service on Schedule No. 26, but it is difficult to read that provision as negating the cancellation requirement.

I am advised that the Company's district offices have received a large number of inquiries about the availability of outdoor lighting service and some customers are experiencing difficulties because of the situation. The Company has continued to take applications for such service, but has advised applicants that installations are not being made at the present and will not be made until the situation is clarified.

In view of this public uncertainty, I believe that it would be in the public interest for the Commission to advise the Company in writing whether Schedule No. 26 is cancelled as of March 27 or whether it remains in effect so that the Company can continue to provide service to applicants at least until the Commission has dealt with the petition for rehearing or reconsideration that the Company plans to file shortly.

NOW, THEREFORE, in consideration of the representations of counsel for VEPCO that cancellation of that Company's tariff Schedule No. 26 without alternate provision for continuing existing service results in customer difficulties, VEPCO is hereby ORDERED to continue service to existing facilities installed pursuant to said tariff Schedule at charges prescribed in tariff Schedule No. 26, pending the approval of appropriate tariff provisions filed by VEPCO providing for the continuation of electric service to existing facilities installed pursuant to tariff Schedule No. 26.

It is further ORDERED that VEPCO be, and it hereby is, directed to file with this Commission within ten (10) days from date hereof an appropriate amendment to its tariff provisions providing for the continuation of electric service to lighting facilities installed pursuant to the subject Schedule No. 26.

It is further ORDERED, and VEPCO is hereby so directed, that any and all lighting installations heretofore ordered by VEPCO customers in reliance upon tariff Schedule No. 26, and which are partially installed as of this date, be completed if so requested by the customer, and that such completed installations be thereafter provided with electric service and maintained as hereinabove provided.

This cause is continued.

AN ATTESTED COPY hereof shall be sent to Guy T. Tripp, III, Esquire, Hunton & Williams, P.O. Box 1535, Richmond, Virginia 23212; John F. Kay, Jr., Esquire, Mays, Valentine, Davenport & Moore, P.O. Box 1122, Richmond, Virginia 23208; and an attested copy shall be delivered to the Commission's Divisions of Public Utilities, Public Utility Accounting and, Economic Analysis and Research.

A True Copy

Teste: [illegible]

Clerk of State Corporation Commission.

CLERK
SUPREME COURT OF VIRGINIA
RECEIVED
SEP 15 1978
RICHMOND, VIRGINIA

SUPREME COURT OF VIRGINIA

Virginia Electric and Power Company, Appellant,

against Record No. 781048

State Corporation Commission, Virginia Chapter, National Electrical Contractors Association, Incorporated, (Excluding the Roanoke Division) and Curtis L. Williams, Appellees.

ASSIGNMENT OF ERROR

An appeal of right having been awarded, Appellant hereby states its Assignment of Error pursuant to Rule 5:18(i):

1. The State Corporation Commission erred in ordering in its March 27, 1978 Opinion and Order and March 31, 1978 Order in S.C.C. Case No. 19338 that Appellant's outdoor lighting tariff Schedule No. 26 be cancelled and in ordering Appellant to cease offering and furnishing outdoor lighting service pursuant to tariff provisions.

VIRGINIA ELECTRIC AND POWER COMPANY

By _____
Counsel

Evans B. Brasfield
Guy T. Tripp, III
Moira K. Donoghue
Hunton & Williams
P. O. Box 1535
Richmond, Virginia 23212

CERTIFICATE OF SERVICE

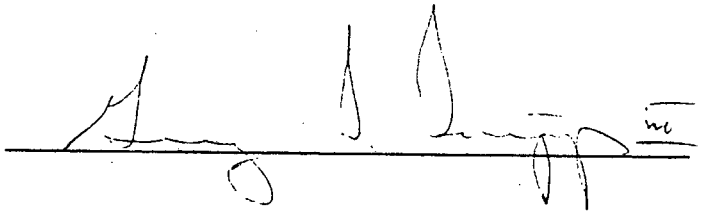
I certify that copies of the foregoing Assignment of Error were mailed, first class postage prepaid, on September 15, 1978 to:

Richard D. Rogers, Jr.
State Corporation Commission
Blanton Building
Richmond, Virginia 23219

John F. Kay, Jr.
P. O. Box 1122
Richmond, Virginia 23208

William G. McClure, III
P. O. Box 1122
Richmond, Virginia 23208

Marshall Coleman
Attorney General of Virginia
Supreme Court Building
Richmond, Virginia 23219



Schedule No. 26

OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any Customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. MONTHLY RATE

A. Watchlite, Area, and Roadway Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
3,300	Mercury Vapor	125	40	$ 5.10
7,000	Mercury Vapor	208	70	6.74
11,000	Mercury Vapor	294	100	8.73
20,000	Mercury Vapor	452	150	12.15
33,000	Mercury Vapor	765	250	17.52
53,000	Mercury Vapor	1,080	360	23.98
5,000	Sodium Vapor	82	30	7.60
8,000	Sodium Vapor	120	40	9.49
14,000	Sodium Vapor	202	70	10.14
23,000	Sodium Vapor	315	105	11.18
42,000	Sodium Vapor	490	160	16.76
127,000	Sodium Vapor	1,130	380	20.29

B. Urbanlites - Rectangular shaped luminaires which provide sharp cut-off light patterns along with decorative, environmental qualities, applicable to Area and Roadway Lighting Service.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
20,000	Mercury Vapor	452	150	$15.57
14,000	Sodium Vapor	202	70	14.54
23,000	Sodium Vapor	315	105	15.57
42,000	Sodium Vapor	490	160	16.98

C. Directional Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month: First Unit per Pole	Rate per Unit per Month: Each Additional Unit on Same Pole
20,000	Mercury Vapor	452	150	$17.58	$11.23
53,000	Mercury Vapor	1,080	360	28.81	22.46
42,000	Sodium Vapor	490	160	23.22	16.87
127,000	Sodium Vapor	1,130	380	31.02	24.67

D. Each kilowatthour used is subject to adjustment for changes in fuel costs under Section XXIV - Fuel Adjustment Clause of the Company's Terms and Conditions.

(Continued)

SUPERSEDED 12-15-72
CANCELLED
MANUAL REV. NO.
RATE MEMO NO. 75
12-9-77

Schedule No. 26

OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any Customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. MONTHLY RATE

A. Watchlite, Area, and Roadway Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
3,300	Mercury Vapor	125	40	$ 5.10
7,000	Mercury Vapor	208	70	6.74
11,000	Mercury Vapor	294	100	8.73
20,000	Mercury Vapor	452	150	12.15
33,000	Mercury Vapor	765	250	17.52
53,000	Mercury Vapor	1,080	360	23.98
5,000	Sodium Vapor	82	30	7.60
8,000	Sodium Vapor	120	40	9.49
14,000	Sodium Vapor	202	70	10.14
23,000	Sodium Vapor	315	105	11.18
42,000	Sodium Vapor	490	160	16.76
127,000	Sodium Vapor	1,130	380	20.29

B. Urbanlites - Rectangular shaped luminaires which provide sharp cut-off light patterns along with decorative, environmental qualities, applicable to Area and Roadway Lighting Service.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
20,000	Mercury Vapor	452	150	$15.57
14,000	Sodium Vapor	202	70	14.54
23,000	Sodium Vapor	315	105	15.57
42,000	Sodium Vapor	490	160	16.98

C. Directional Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month: First Unit per Pole	Rate per Unit per Month: Each Additional Unit on Same Pole
20,000	Mercury Vapor	452	150	$17.58	$11.23
53,000	Mercury Vapor	1,080	360	28.81	22.46
42,000	Sodium Vapor	490	160	23.22	16.87

D. Each kilowatthour used is subject to adjustment for changes in fuel costs under Section XXIV - Fuel Adjustment Clause of the Company's Terms and Conditions.

(Continued)

Schedule No. 26

OUTDOOR LIGHTING SERVICE

(Continued)

III. BILLING

The Company shall have the option of monthly or bimonthly billing.

IV. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue, excluding fuel adjustment clause revenue, anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, excluding fuel adjustment clause revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

V. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

SUPERSEDED 12-20-76
CANCELLED
MANUAL REV. NO.
RATE MEMO NO. 68-VA.

Schedule No. 26

OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. MONTHLY RATE

A. Watchlite, Area, and Roadway Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
3,300	Mercury Vapor	125	40	$ 4.70
7,000	Mercury Vapor	208	70	6.21
11,000	Mercury Vapor	294	100	8.05
20,000	Mercury Vapor	452	150	11.20
33,000	Mercury Vapor	765	250	16.15
53,000	Mercury Vapor	1,080	360	22.10
5,000	Sodium Vapor	82	30	7.60
8,000	Sodium Vapor	120	40	8.75
14,000	Sodium Vapor	202	70	9.35
23,000	Sodium Vapor	315	105	10.30
42,000	Sodium Vapor	490	160	15.45
127,000	Sodium Vapor	1,130	380	18.70

B. Urbanlites - Rectangular shaped luminaires which provide sharp cut-off light patterns along with decorative, environmental qualities, applicable to Area and Roadway Lighting Service.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
20,000	Mercury Vapor	452	150	$14.35
14,000	Sodium Vapor	202	70	13.40
23,000	Sodium Vapor	315	105	14.35
42,000	Sodium Vapor	490	160	15.65

C. Directional Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month: First Unit per Pole	Rate per Unit per Month: Each Additional Unit on Same Pole
20,000	Mercury Vapor	452	150	$16.20	$10.35
53,000	Mercury Vapor	1,080	360	26.55	20.70
42,000	Sodium Vapor	490	160	21.40	15.55

D. Each kilowatthour used is subject to adjustment for changes in fuel costs under Section XXIV - Fuel Adjustment Clause of the Company's Terms and Conditions.

(Continued)

OUTDOOR LIGHTING SERVICE

(Continued)

III. BILLING

The Company shall have the option of monthly or bimonthly billing.

V. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue, excluding fuel adjustment clause revenue, anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, excluding fuel adjustment clause revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

SUPERSEDED 8-19-76
CANCELLED
MANUAL REV. NO.
RATE MEMO NO. 66-VA.

Schedule No. 26

OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. MONTHLY RATE

A. Watchlite, Area, and Roadway Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
3,300	Mercury Vapor	125	40	$ 4.70
7,000	Mercury Vapor	208	70	6.21
11,000	Mercury Vapor	294	100	8.05
20,000	Mercury Vapor	452	150	11.20
33,000	Mercury Vapor	765	250	16.15
53,000	Mercury Vapor	1,080	360	22.10
8,000	Sodium Vapor	120	40	8.75
14,000	Sodium Vapor	202	70	9.35
23,000	Sodium Vapor	315	105	10.30
42,000	Sodium Vapor	490	160	15.45
127,000	Sodium Vapor	1,130	380	18.70

B. Urbanlites - Rectangular shaped luminaires which provide sharp cut-off light patterns along with decorative, environmental qualities, applicable to Area and Roadway Lighting Service.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
20,000	Mercury Vapor	452	150	$14.35
14,000	Sodium Vapor	202	70	13.40
23,000	Sodium Vapor	315	105	14.35
42,000	Sodium Vapor	490	160	15.65

C. Directional Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month: First Unit per Pole	Rate per Unit per Month: Each Additional Unit on Same Pole
20,000	Mercury Vapor	452	150	$16.20	$10.35
53,000	Mercury Vapor	1,080	360	26.55	20.70
42,000	Sodium Vapor	490	160	21.40	15.55

D. Each kilowatthour used is subject to adjustment for changes in fuel costs under Section XXIV - Fuel Adjustment Clause of the Company's Terms and Conditions.

(Continued)

Schedule No. 26

OUTDOOR LIGHTING SERVICE

(Continued)

III. BILLING

The Company shall have the option of monthly or bimonthly billing.

IV. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue, excluding fuel adjustment clause revenue, anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, excluding fuel adjustment clause revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

V. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

SUPERSEDED 10-2-75
CANCELLED
MANUAL REV. NO.
RATE MEMO NO. 63-VA.

Schedule No. 26

OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. MONTHLY RATE

A. Watchlite, Area, and Roadway Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
3,300	Mercury Vapor	125	40	$ 3.50
7,000	Mercury Vapor	208	70	4.50
11,000	Mercury Vapor	294	100	5.80
20,000	Mercury Vapor	452	150	8.05
33,000	Mercury Vapor	765	250	11.35
53,000	Mercury Vapor	1,080	360	15.40
42,000	Sodium Vapor	490	160	11.35

B. Directional Lighting Service

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month: First Unit per Pole	Rate per Unit per Month: Each Additional Unit on Same Pole
20,000	Mercury Vapor	452	150	$12.10	$ 7.35
53,000	Mercury Vapor	1,080	360	19.00	14.25
42,000	Sodium Vapor	490	160	16.30	11.55

C. Each kilowatthour used is subject to adjustment for changes in fuel costs under Section XXIV - Fossil Fuel Adjustment Clause of the Company's Terms and Conditions.

III. BILLING

The Company shall have the option of monthly or bimonthly billing.

IV. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

(Continued)

Schedule No. 26

OUTDOOR LIGHTING SERVICE

(Continued)

IV. TERMS AND CONDITIONS (Continued)

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

V. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

Schedule No. 26

OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. MONTHLY RATE

(a) Watchlite, Area, and Roadway Lighting Service

3,300 lumen mercury vapor	@	$ 2.85 per lamp per month
7,000 lumen mercury vapor	@	3.85 per lamp per month
11,000 lumen mercury vapor	@	4.95 per lamp per month
20,000 lumen mercury vapor	@	6.80 per lamp per month
33,000 lumen mercury vapor	@	9.60 per lamp per month
53,000 lumen mercury vapor	@	12.95 per lamp per month
42,000 lumen sodium vapor	@	9.60 per lamp per month

(b) Directional Lighting Service

		Rate per Lamp per Month	
		First Lamp per Pole	Each Additional Lamp on Same Pole
20,000 lumen mercury vapor	@	$10.15	$ 6.05
53,000 lumen mercury vapor	@	15.90	11.80
42,000 lumen sodium vapor	@	13.70	9.60

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

(Continued)

Schedule No. 26

OUTDOOR LIGHTING SERVICE

(Continued)

III. TERMS AND CONDITIONS (Continued)

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

IV. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

SCHEDULE NO. 26

OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments
All Night (Approximately 4,000 hours per year)

(a) Watchlite, Area, and Roadway Lighting Service

3,300 lumen mercury vapor	@	$ 30.00 per lamp per year
7,000 lumen mercury vapor	@	42.00 per lamp per year
11,000 lumen mercury vapor	@	54.00 per lamp per year
20,000 lumen mercury vapor	@	75.00 per lamp per year
33,000 lumen mercury vapor	@	105.00 per lamp per year
53,000 lumen mercury vapor	@	141.00 per lamp per year
42,000 lumen sodium vapor	@	105.00 per lamp per year

(b) Directional Lighting Service

		Rate per Lamp per Year	
		First Lamp per Pole	Each Additional Lamp on Same Pole
20,000 lumen mercury vapor	@	$111.00	$ 66.00
53,000 lumen mercury vapor	@	174.00	129.00
42,000 lumen sodium vapor	@	150.00	105.00

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

IV. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

VIRGINIA ELECTRIC AND POWER COMPANY

828.71 B

SCHEDULE No. 26

OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments
All Night (Approximately 4,000 hours per year)

3,300 lumen mercury vapor	@	$ 30.00 per lamp per year
7,000 lumen mercury vapor	@	42.00 per lamp per year
11,000 lumen mercury vapor	@	54.00 per lamp per year
20,000 lumen mercury vapor	@	75.00 per lamp per year
33,000 lumen mercury vapor	@	105.00 per lamp per year
53,000 lumen mercury vapor	@	141.00 per lamp per year

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

IV. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

VIRGINIA ELECTRIC AND POWER COMPANY

828.71 A

SCHEDULE No. 26

OUTDOOR LIGHTING SERVICE–MERCURY VAPOR

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments
All Night (Approximately 4,000 hours per year)

3,300 lumen mercury vapor	@	$ 30.00 per lamp per year
7,000 lumen mercury vapor	@	42.00 per lamp per year
11,000 lumen mercury vapor	@	54.00 per lamp per year
20,000 lumen mercury vapor	@	75.00 per lamp per year
33,000 lumen mercury vapor	@	105.00 per lamp per year
53,000 lumen mercury vapor	@	141.00 per lamp per year

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

IV. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

VIRGINIA ELECTRIC AND POWER COMPANY
828.71

SCHEDULE NO. 26
OUTDOOR LIGHTING SERVICE—MERCURY VAPOR

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

II. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.
All Night (Approximately 4,000 hours per year).

3,300 lumen mercury vapor	@	$30.00 per lamp per year
7,000 lumen mercury vapor	@	42.00 per lamp per year
11,000 lumen mercury vapor	@	54.00 per lamp per year
20,000 lumen mercury vapor	@	75.00 per lamp per year

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

When the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the customer pays to the Company in advance the amount by which the cost of the installation exceeds four times the continuing annual revenue anticipated from the installation. The customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholes and pole foundations. Poles will not be considered fixed items.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

IV. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

VIRGINIA ELECTRIC AND POWER COMPANY
828.5A

SCHEDULE NO. 24
OUTDOOR LIGHTING SERVICE—INCANDESCENT

I. APPLICABILITY

This schedule is applicable only to those outdoor lighting service customers who were being served under Schedule No. 24 on August 2, 1965, and only at the premises occupied by those customers on that date. If service hereunder is discontinued at the Customer's option, it shall not again be available under this schedule.

II. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.

Overhead Wood Pole Systems—All Night (Approximately 4,000 hours per year).

1,000 lumen incandescent	@	$21.00 per lamp per year
2,500 lumen incandescent	@	27.00 per lamp per year
4,000 lumen incandescent	@	36.00 per lamp per year
6,000 lumen incandescent	@	45.00 per lamp per year
10,000 lumen incandescent	@	65.70 per lamp per year
15,000 lumen incandescent	@	83.70 per lamp per year

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

IV. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

SUPERSEDED 8-2-65
CANCELLED —
MANUAL REV. NO. —
RATE MEMO NO. 6-Va

VIRGINIA ELECTRIC AND POWER COMPANY

828.5

SCHEDULE NO. 24
OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction.

II. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments

Overhead Wood Pole Systems—All Night (Approximately 4,000 hours per year)

7,000 lumen mercury vapor	@	$42.00 per lamp per year
20,000 lumen mercury vapor	@	75.00 per lamp per year
1,000 lumen incandescent	@	21.00 per lamp per year
2,500 lumen incandescent	@	27.00 per lamp per year
4,000 lumen incandescent	@	36.00 per lamp per year
6,000 lumen incandescent	@	45.00 per lamp per year
10,000 lumen incandescent	@	65.70 per lamp per year
15,000 lumen incandescent	@	83.70 per lamp per year

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, the Customer will pay to the Company in advance of the construction of the extension or other facilities an amount equal to the excess cost.

The Customer shall report to the Company, as promptly as possible, any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day. Should the Customer request the repair or replacement of the lights during hours other than the normal routine schedule, a service charge of $5.00 will be made.

IV. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

SCHEDULE NO. 24
STREET AND HIGHWAY LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for street lighting service.

II. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.

Overhead Systems -- All Night (Approximately 4,000 hours per year)

1,000 lumen incandescent	@	$21.00 per lamp per year
2,500 lumen incandescent	@	27.00 per lamp per year
4,000 lumen incandescent	@	36.00 per lamp per year
6,000 lumen incandescent	@	45.00 per lamp per year
10,000 lumen incandescent	@	65.70 per lamp per year
15,000 lumen incandescent	@	83.70 per lamp per year

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated at Company expense and will remain the property of the Company.

IV. TYPE OF FIXTURE

The type of fixture and method of installation shall be in accordance with Company standards.

V. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Superseded 8-15-57
See Rate Memo 12

SCHEDULE No. 24
STREET AND HIGHWAY LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any customer for street lighting service.

II. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.

Overhead Systems—All Night (Approximately 4,000 hours per year)

1,000 lumen incandescent	@	$21.00 per lamp per year
2,500 lumen incandescent	@	27.00 per lamp per year
4,000 lumen incandescent	@	36.00 per lamp per year
6,000 lumen incandescent	@	45.00 per lamp per year
10,000 lumen sodium vapor	@	70.00 per lamp per year

III. TERMS AND CONDITIONS

The complete installation is to be furnished, maintained and operated at Company expense and will remain the property of the Company.

IV. TYPE OF FIXTURE

The type of fixture and method of installation shall be in accordance with Company standards.

V. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Withdrawn 3-1-54

SCHEDULE NO. 24

STREET AND HIGHWAY LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable in the entire territory served by the Virginia Electric and Power Company to individuals, companies and corporations for street lighting service on streets, alleys and private property.

II. TERMS AND CONDITIONS

The complete installation is to be made, owned, maintained and operated by the Company.

III. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.

Overhead Systems—All Night (Approximately 4,000 hours per year)

1,000 lumen incandescent	@	$21.00	per lamp per year
2,500 lumen incandescent	@	27.00	per lamp per year
4,000 lumen incandescent	@	33.00	per lamp per year
6,000 lumen incandescent	@	45.00	per lamp per year
10,000 lumen sodium vapor	@	70.00	per lamp per year

IV. TYPE OF FIXTURE

The type of fixture and method of installation shall be standard as shown in the Virginia Electric and Power Company's Standard Construction Manual.

V. TERM OF CONTRACT

The term of any contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Superseded 3-15-50

SCHEDULE No. 24
STREET AND HIGHWAY LIGHTING SERVICE RATE

I. AVAILABILITY

This schedule is available in the entire territory served by the Virginia Electric and Power Company to individuals, companies and corporations for series street lighting type of service on streets, alleys and private property.

II. TERMS AND CONDITIONS

The complete installation is to be made, owned, maintained and operated by the Company.

III. NET FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.

Overhead Systems—General Service (All Night—Approximately 4,000 hours per year)

(A) 1,000 Lumen: @ $21.00 per lamp per year.
(B) 2,500 Lumen: @ $27.00 " " " "
(C) 4,000 Lumen: @ $33.00 " " " "
(D) 6,000 Lumen: @ $45.00 " " " "

IV. The Company reserves the right to substitute 75 watt (1,073 lumen) multiple lamps for 1,000 lumen series lamps; 150 watt (2,580 lumen) multiple lamps for 2,500 lumen series lamps; 300 watt (5,760 lumen) multiple lamps for 4,000 lumen series lamps; 400 watt (7,600 lumen) multiple lamps for 6,000 lumen series lamps, wherever it may desire for any reason to make such substitution.

V. TERM OF CONTRACT

The term of any contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Superseded 1-1-45

SCHEDULE No. 24
STREET AND HIGHWAY LIGHTING SERVICE RATE

I. AVAILABILITY

This schedule is available to individuals, companies and corporations for series street lighting type of service on streets, alleys and private property.

II. TERMS AND CONDITIONS

The complete installation is to be made, owned, maintained and operated by the Company.

III. FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.

Overhead Systems—General Service (All Night—Approximately 4,000 hours per year)

(A) 1,000 Lumen: @ $21.00 per lamp per year.
(B) 2,500 Lumen: @ $27.00 " " " "
(C) 4,000 Lumen: @ $33.00 " " " "
(D) 6,000 Lumen: @ $45.00 " " " "

IV. The Company reserves the right to substitute 75 watt (1,073 lumen) multiple lamps for 1,000 lumen series lamps; 150 watt (2,580 lumen) multiple lamps for 2,500 lumen series lamps; 300 watt (5,760 lumen) multiple lamps for 4,000 lumen series lamps; 400 watt (7,600 lumen) multiple lamps for 6,000 lumen series lamps, wherever it may desire for any reason to make such substitution.

V. TERM OF CONTRACT

The term of any contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Withdrawn 3-1-54

SCHEDULE No. 23
STREET AND HIGHWAY LIGHTING SERVICE RATE

I. AVAILABILITY

This schedule is available in the entire territory served by the Virginia Electric and Power Company to individuals, companies and corporations for series street lighting type of service on streets, alleys and private property.

II. TERMS AND CONDITIONS

The complete installation is to be made by the Company or under the Company's specifications, at the expense of the Customer, and is to be the property of the Customer. The Company will maintain and operate the system.

III. FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.

1. Overhead Systems—General Service (All Night—Approximately 4,000 hours per year)

   (A) 1,000 Lumen: @ $18.00 per lamp per year.
   (B) 2,500 Lumen: @ $24.00 " " " "
   (C) 4,000 Lumen: @ $30.00 " " " "
   (D) 6,000 Lumen: @ $42.00 " " " "

2. Overhead or Underground—Whiteway Service (All Night—Approximately 4,000 hours per year)

   (A) 2,500 Lumen: @ $38.00 per lamp per year.
   (B) 4,000 Lumen: @ $44.00 " " " "

IV. The Company reserves the right to substitute 75 watt (1,073 lumen) multiple lamps for 1,000 lumen series lamps; 150 watt (2,580 lumen) multiple lamps for 2,500 lumen series lamps; 300 watt (5,760 lumen) multiple lamps for 4,000 lumen series lamps; 400 watt (7,600 lumen) multiple lamps for 6,000 lumen series lamps, wherever it may desire for any reason to make such substitution.

V. TERM OF CONTRACT

The term of any contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Superseded 1-1-45

SCHEDULE No. 23
STREET AND HIGHWAY LIGHTING SERVICE RATE

I. AVAILABILITY

This schedule is available to individuals, companies and corporations for series street lighting type of service on streets, alleys, and private property.

II. TERMS AND CONDITIONS

The complete installation is to be made by the Company or under the Company's specifications, at the expense of the Customer, and is to be the property of the Customer. The Company will maintain and operate the system.

III. FLAT CHARGE

Yearly basis, payable in 12 equal monthly installments.

1. Overhead Systems—General Service (All Night—Approximately 4,000 hours per year)

   (A) 1,000 Lumen: @ $18.00 per lamp per year.
   (B) 2,500 Lumen: @ $24.00 " " " "
   (C) 4,000 Lumen: @ $30.00 " " " "
   (D) 6,000 Lumen: @ $42.00 " " " "

2. Overhead or Underground—Whiteway Service (All Night—Approximately 4,000 hours per year)

   (A) 2,500 Lumen: @ $38.00 per lamp per year.
   (B) 4,000 Lumen: @ $44.00 " " " "

IV. The Company reserves the right to substitute 75 watt (1,073 lumen) multiple lamps for 1,000 lumen series lamps; 150 watt (2,580 lumen) multiple lamps for 2,500 lumen series lamps; 300 watt (5,760 lumen) multiple lamps for 4,000 lumen series lamps; 400 watt (7,600 lumen) multiple lamps for 6,000 lumen series lamps, wherever it may desire for any reason to make such substitution.

V. TERM OF CONTRACT

The term of any contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.