

SAWNEE ELECTRIC MEMBERSHIP CORPORATION

OUTDOOR LIGHTING SERVICE

SCHEDULE OL-28

I. AVAILABILITY

Throughout the Cooperative's Service area from existing facilities of adequate capacity.

II. APPLICABILITY

Applicable to all members for outdoor lighting by fixtures, either High Pressure Sodium (HPS), Metal Halide (MH), Mercury Vapor (MV) or Light Emitting Diode (LED), on poles conforming to the Cooperative's specifications.

Specifically, limitations exist on the availability of Metal Halide and Mercury Vapor lights, and they will be made available for a limited amount of time and only as described herein.

Service to all lighting fixtures will be rendered only at locations that, solely in the opinion of the Cooperative, are readily accessible for installation and maintenance.

The various service rules and regulations of the Cooperative as well as the conditions of service and other requirements stated herein apply.

III. MONTHLY RATE

Part I - Cooperative Owned and Maintained System

1. All lamp wattages, shown herein, are estimates and will vary slightly to the actual values.
2. The lamp output shown herein, in lumens, are estimates and will vary slightly to the actual values.

Section A – Monthly Rates

HIGH PRESSURE SODIUM (HPS)

(Utility Type Fixtures)

<u>Lamp Wattage</u>	<u>Lamp Size in Lumens</u>	<u>Type</u>	<u>Rate (\$/ fixture / mo.)</u>
100	8,550	Open Bottom	\$ 9.75
150	11,000	Cobra Head	\$ 11.50
250	24,000	Cobra Head	\$ 16.00

HIGH PRESSURE SODIUM (HPS) – CONT'D

(Utility Type Fixtures)

<u>Lamp Wattage</u>	<u>Lamp Size in Lumens</u>	<u>Type</u>	<u>Rate (\$/ fixture / mo.)</u>
400	45,000	Cobra Head	\$ 21.00
250	25,200	Directional Flood	\$ 16.00
400	45,000	Directional Flood	\$ 22.00
100	8,550	Ornamental	\$ 12.00
150	11,000	Ornamental	\$ 12.50
250	24,000	Ornamental	\$ 18.75
400	45,000	Shoe Box	\$ 25.50
1000	125,000	Shoe Box	\$ 48.50

MERCURY VAPOR (MV) <1>

(Utility Type Fixtures)

<u>Lamp Wattage</u>	<u>Lamp Size in Lumens</u>	<u>Type</u>	<u>Rate (\$/ fixture / mo.)</u>
175	7,000	Open Bottom	\$ 12.00

<1> Note: Mercury Vapor lighting will only be made available as described herein - see Section "III", Part I, Section C.

METAL HALIDE (MH) <1>

(Utility Type Fixtures)

<u>Lamp Wattage</u>	<u>Lamp Size in Lumens</u>	<u>Type</u>	<u>Rate (\$/ fixture / mo.)</u>
100	8,550	Cobra Head/Ornamental	\$ 13.75
150	10,000	Cobra Head/Ornamental	\$ 17.75
175	10,800	Ornamental	\$ 16.25
250	17,000	Cobra Head/Shoe Box	\$ 18.25
400	28,800	Cobra Head/Shoe Box	\$ 23.25
1000	88,000	Directional Flood/Shoe Box	\$ 47.25

<1> Note: Metal Halide lighting will only be made available as described herein - see Section "III", Part I, Section D.

LIGHT EMITTING DIODE (LED)

(Utility Type Fixtures)

<u>Lamp Wattage</u>	<u>Lamp Size in Lumens</u>	<u>Type</u>	<u>Rate (\$/ fixture / mo.)</u>
40	3,500	Yard Light	\$ 9.75
107	11,059	Shoe Box – 2 Light Squares	\$ 23.00
213	21,803	Shoe Box – 4 Light Squares	\$ 29.00
333	38,360	Shoe Box – 6 Light Squares	\$ 36.00
124	10,166	Cobra Head	\$ 23.00
146	12,302	Cobra Head	\$ 26.00
240	22,330	Directional Flood	\$ 23.00
363	32,800	Directional Flood	\$ 47.25
72	6,878	Ornamental	\$ 17.75
47	5,048	Ornamental	\$ 13.75

Section B – Contributions / Conditions1. **Wood Poles**

- a. Prior to construction, the requesting party will be required to pay a one-time, non-refundable, contribution in aid of construction (CIAC) as outlined below;
- i. \$605 per 30-foot wood pole,
 - ii. \$700 per 35-foot wood pole,

The CIAC is associated with the installation of each pole requested for the purpose of receiving outdoor lighting service. This fee will be in addition to any other applicable charges stated herein.

- b. Fixtures served by underground wiring will be available (except in certain residential areas served by overhead distribution and certain underground areas served by network type systems) upon payment, in advance of construction, by the requesting party of a one-time, non-refundable contribution in aid of construction in the amount of \$1.65 per trench foot of buried cable. **This stated rate is in support of the underground cable in an existing or joint trench.** Dedicated trenches will require an additional contribution based on the per foot of buried service cable as outlined in the Underground Electric Service Policy, Policy 409, Exhibit “A”. When paving or other obstructions exist, the requesting party will be required to perform or have performed for the Cooperative all trenching, installation of conduit, installation of back fill material and completion of any paving to the mutual satisfaction of all parties involved.

2. **Standard Ornamental Fixtures and Standard Ornamental Poles**

- a. Prior to construction, the requesting party will be required to pay a one-time, non-refundable, contribution in aid of construction (CIAC) as outlined below;
- i. \$ 600 per 20-foot fiberglass pole;
 - ii. \$1,550 per 35-foot fiberglass pole;

The CIAC is associated with the installation of each pole requested for the purpose of receiving outdoor lighting service. This fee will be in addition to any other applicable charges stated herein.

- b. Fixtures served by underground wiring will be available (except in certain residential areas served by overhead distribution and certain underground areas served by network type systems) upon payment, in advance of construction, by the requesting party of a one-time, non-refundable contribution in aid of construction in the amount of \$1.65 per trench foot of buried cable. **This stated rate is in support of the underground cable in an existing or joint trench.**

Dedicated trenches will require an additional contribution based on the per foot of buried service cable as outlined in the Underground Electric Service Policy, Policy 409, Exhibit "A". When paving or other obstructions exist, the requesting party will be required to perform or have performed for the Cooperative all trenching, installation of conduit, installation of back fill material and completion of any paving to the mutual satisfaction of all parties involved.

3. **Metal Poles**

- a. Prior to construction, the requesting party will be required to pay a one-time, non-refundable, contribution in aid of construction of \$2,350 per 30-foot steel pole for the installation of each pole requested for the purpose of receiving outdoor lighting service. This fee will be in addition to any other applicable charges stated herein.
- b. Fixtures served by underground wiring will be available (except in certain residential areas served by overhead distribution and certain underground areas served by network type systems) upon payment, in advance of construction, by the requesting party of a one-time, non-refundable contribution in aid of construction in the amount of \$12.00 per trench foot of buried cable. This stated rate is in support of the underground cable in conduit in a dedicated trench. When paving or other obstructions exist prior to the construction of such lights, the requesting party will be required to perform or have performed for the Cooperative all trenching, installation of conduit, installation of back fill material and completion of any paving to the mutual satisfaction of all parties involved.

4. **Non-Standard Fixtures or Non-Standard Poles**

- a. The Cooperative may, at its sole discretion, provide non-standard street lighting (e.g. those poles and / or fixtures not described herein) under the conditions of this section. A contribution in aid of construction (CIAC) will be required to be paid in advance of construction of these non-standard fixtures based on 100% of the actual total cost of the pole and fixture as well as 100% of the associated installation labor and applicable overheads costs for all aspects of the project including the trenching cost.

Section C – Mercury Vapor (MV) Lighting

1. As of February 5, 2008, new mercury vapor lighting will not be available throughout the Cooperative's service area.
2. All existing fixtures in service as of that time will be systematically replaced with a comparable fixture either when they fail to operate or when the Cooperative can no longer support this fixture with parts or lamps.
3. Should a mercury vapor fixture fail to operate at any time and the Cooperative cannot reasonably repair the fixture, it will be replaced with a different type of fixture at the Cooperative's sole discretion.
4. All mercury vapor fixtures will be removed from the Cooperative's distribution system at a date in the future.

Section D – Metal Halide (MH) Lighting

1. As of May 1, 2019, new metal halide lighting will not be available throughout the Cooperative's service area.
2. All existing fixtures in service as May 2, 2019, will be systematically replaced with a comparable fixture either when they fail to operate or when the Cooperative can no longer support this fixture with parts or lamps.
3. Should a metal halide fixture fail to operate at any time and the Cooperative cannot reasonably repair the fixture, it will be replaced with a different type of fixture at the Cooperative's sole discretion.
4. All metal halide fixtures will be removed from the Cooperative's distribution system at a date in the future.

Part II - Consumer Owned System

Section A – Monthly Energy Rates

1. All energy under this provision of this rate will be billed under the Cooperative's Small Commercial Service ("SC") rate schedule approved for use at that time.

2. This rate ("SC") is subject to change as may be approved by the Cooperative's Board of Directors.
3. All service rules and regulations will apply to this provision of this rate.

Section B – General Notes

1. The number and location of service point(s) shall be as specified by the Cooperative.
2. The term "consumer owned system" means complete ownership by the consumer of all facilities (including poles, fixtures, circuits, meter bases and disconnection devices) up to the point of connection to the Cooperative's supply lines (e.g. load side of the meter location).
3. The minimum monthly charge shall be as specified in the applicable rate on a per service point approach.
4. Service under this provision of this rate may require a written contract between the Cooperative and the consumer prior to service being made available.
5. Other provisions unique to this service and the requested service location may apply.

IV. FRANCHISE FEE, GROSS RECEIPT OR OCCUPATION TAX

1. Any tax or franchise fee, gross receipt or occupation tax imposed by any governmental authority upon the service, or any component thereof, rendered under this Schedule will be added to bills calculated pursuant to the above rates.

V. CONDITIONS OF SERVICE

Street lighting is made available by the Cooperative subject to the following provisions:

1. The Customer shall designate the level of illumination and the design and location of the light(s) for which service is requested.
2. The determination of the level of illumination and the design and location of the light(s) rests solely with the Member, and the Cooperative shall not bear any responsibility or liability with respect to such determination.
3. The Cooperative shall furnish all electric energy required to operate the lighting system, but the Cooperative does not guarantee continuous lighting or electric service.
4. The Cooperative shall not be liable to the customer or anyone else for any damage, loss, or injury due to the lighting system not being operative for any reason for any period of time.

5. The Member shall have sole responsibility for determining the proper level of illumination and that the street light otherwise is working properly.
6. The Member also shall have sole responsibility for notifying the Cooperative of any problems relating to the illumination or other operation of the lighting system.
7. The Cooperative shall not have any duty to inspect the lighting system unless and until the Customer provides notification to the Cooperative that the lighting system is not working properly or that there is some other problem with the lighting system.
8. The Cooperative shall provide maintenance for the Cooperative owned street lighting system; provided, however, that the Cooperative shall only be responsible for providing such maintenance after notification is received from the Member that the lighting system is not working properly.
9. Customer agrees to indemnify and hold harmless the Cooperative and its officers, members, employees, directors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses for any loss, including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorney's fees, arising out of or resulting from the installation, inspection, maintenance, operation, or inoperation of the street lighting system due to liability to a third party or parties, except when such claims, demands, liabilities, losses, costs or expenses are the result of Indemnitees sole negligence. This indemnification expressly applies where the Indemnitees are partially responsible for the situation giving rise to the claim, as well as where the Customer is partially or wholly responsible for the situation giving rise to the claim. This indemnification extends to the successors and assigns of the Customer.

VI. TERMS OF PAYMENT

The bill is due upon receipt and payable within ten (10) days thereafter.

ADOPTED: July 19, 2001

EFFECTIVE: November 1, 2001

REVISED: February 12, 2004

EFFECTIVE: April 2, 2004

REVISED: June 16, 2005

EFFECTIVE: November 1, 2005

REVISED: January 24, 2008

EFFECTIVE: March 4, 2008

REVISED: July 21, 2008

EFFECTIVE: August 1, 2008

REVISED: October 23, 2008

EFFECTIVE: August 1, 2008

REVISED: January 21, 2010

EFFECTIVE: March 2, 2010

REVISED: February 16, 2012

EFFECTIVE: June 1, 2012

REVISED: July 18, 2013

EFFECTIVE: August 1, 2013
October 31, 2013

REVISED: August 21, 2014

EFFECTIVE: October 1, 2014

REVISED: August 20, 2015

EFFECTIVE: October 1, 2015

REVISED: March 17, 2016

EFFECTIVE: April 1, 2016

REVISED: November 15, 2018

EFFECTIVE: December 3, 2018

REVISED: April 18, 2019

EFFECTIVE: May 1, 2019