

# SAWNEE ELECTRIC MEMBERSHIP CORPORATION

## OUTDOOR LIGHTING SERVICE

### SCHEDULE OL-38

#### 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) or Light Emitting Diode (LED), on poles conforming to the Cooperative's specifications.

Specifically, limitations exist on the availability of High Pressure Sodium (HPS) and/or Metal Halide (MH) 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.

##### Section A – Monthly Rates

##### HIGH PRESSURE SODIUM (HPS) <1> (Utility Type Fixtures)

<u>Lamp Wattage</u>	<u>Type</u>	<u>Rate (\$/ fixture / mo.)</u>
100	Yard Light	\$ 9.75

**HIGH PRESSURE SODIUM (HPS) <1> – CONT'D**

(Utility Type Fixtures)

<b><u>Lamp Wattage</u></b>	<b><u>Type</u></b>	<b><u>Rate (\$/ fixture / mo.)</u></b>
100	Cobra Head <2>	\$ 12.00
150	Cobra Head	\$ 11.50
250	Cobra Head	\$ 16.00
400	Cobra Head	\$ 21.00
250	Directional Flood	\$ 16.00
400	Directional Flood	\$ 22.00
100	Ornamental – Post Top	\$ 12.50
150	Ornamental – Post Top / Acorn	\$ 12.50
250	Ornamental – Post Top / Acorn	\$ 18.75
250	Shoe Box	\$ 18.75
400	Shoe Box	\$ 25.50
1000	Shoe Box	\$ 48.50

**Notes:**

<1> High Pressure Sodium (HPS) lighting will only be made available as described herein – See Section “III”, Part I, Section D.

<2> The 100 W HPS cobra head light is for use in an underground only type application.

**METAL HALIDE (MH) <1>**

(Utility Type Fixtures)

<b><u>Lamp Wattage</u></b>	<b><u>Type</u></b>	<b><u>Rate (\$/ fixture / mo.)</u></b>
150	Ornamental – Post Top	\$ 17.75
175	Ornamental – Post Top / Acorn	\$ 16.25
250	Cobra Head/Shoe Box	\$ 18.25
400	Cobra Head/Shoe Box	\$ 23.25

<1> Note: Metal Halide lighting will only be made available as described herein - See Section “III”, Part I, Section C.

**LIGHT EMITTING DIODE (LED)**

(Utility Type Fixtures)

<b><u>Description</u></b>	<b><u>Fixture Type</u></b>	<b><u>Rate (\$/ fixture / mo.)</u></b>
LED 2 CH	Cobra Head	\$ 11.50
LED 4 CH	Cobra Head	\$ 16.00
LED 6 CH	Cobra Head	\$ 19.00
LED 2 DF	Directional Flood	\$ 16.00
LED 4 DF	Directional Flood	\$ 22.00
LED 6 DF	Directional Flood	\$ 32.00
LED 2 OR	Ornamental – Post Top	\$ 12.50
LED 4 OR	Ornamental – Post Top	\$ 12.50
LED 4 AC	Ornamental – Post Top / Acorn	\$ 20.00
LED 2 SB	Shoe Box	\$ 16.00
LED 4 SB	Shoe Box	\$ 23.25
LED 6 SB	Shoe Box	\$ 36.00
LED 2 YL	Yard Light	\$ 9.75

**Section B – Contributions / Conditions**1. **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. \$800 per 30-foot wood pole,
- ii. \$900 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) 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. \$1,100 per 20-foot fiberglass pole;
  - ii. \$5,000 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) 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 \$4,000 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. Prior to construction, the requesting party will be required to pay a one-time, non-refundable, contribution in aid of construction of \$4,200 for the installation of each approximately 12-foot fluted aluminum pole being installed for the purpose of receiving outdoor lighting service. This fee will be in addition to any other applicable charges stated herein.
- c. Fixtures served by underground wiring will be available (except in certain residential areas served by overhead distribution) 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 \$18.00 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 – 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.

**Section D – High Pressure Sodium (HPS) Lighting**

1. As of September 1, 2020, certain high-pressure sodium lighting fixture(s) may not be available throughout the Cooperative's service area.
2. Should a high pressure sodium fixture fail to operate, at any time, and the Cooperative cannot reasonably repair the fixture, it may be replaced with a different type of fixture, at the Cooperative's sole discretion.

**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 type and design as well as the location of the light(s) for which service is requested.
2. The determination of the type and design as well as the 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 streetlight 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  
June 16, 2005  
January 24, 2008  
July 21, 2008  
October 23, 2008  
January 21, 2010  
February 16, 2012  
July 18, 2013  
July 18, 2013  
August 21, 2014  
August 20, 2015  
March 17, 2016  
November 15, 2018  
April 18, 2019  
September 19, 2019  
October 17, 2019  
July 16, 2020  
January 21, 2021  
May 20, 2021  
July 15, 2021  
May 19, 2022  
March 16, 2023  
May 18, 2023  
September 21, 2023

April 2, 2004  
November 1, 2005  
March 4, 2008  
August 1, 2008  
August 1, 2008  
March 2, 2010  
June 1, 2012  
August 1, 2013  
October 31, 2013  
October 1, 2014  
October 1, 2015  
April 1, 2016  
December 3, 2018  
May 1, 2019  
October 2, 2019  
January 2, 2020  
September 1, 2020  
February 1, 2021  
July 1, 2021  
October 4, 2021  
July 5, 2022  
July 5, 2023  
September 5, 2023  
October 3, 2023