

# SAWNEE ELECTRIC MEMBERSHIP CORPORATION

## OUTDOOR LIGHTING SERVICE

### SCHEDULE OL-39

#### 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

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	Ornamental – Post Top	\$ 12.50
150	Ornamental – Post Top / Acorn	\$ 12.50

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

**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>
175	Ornamental – Post Top / Acorn	\$ 16.25

<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. \$850 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 \$1.70 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. \$5,700 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 \$1.70 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 \$4,500 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 \$19.00 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 of 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 November 1, 2024, new high pressure sodium lighting will not be available throughout the Cooperative's service area.

2. All existing fixtures in service as of November 1, 2024, 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 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.
4. All high pressure sodium lighting 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 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. Cooperative may install, update, modify, or replace any Cooperative-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "Cooperative Assets") for any reason related to the street lighting or to Cooperative's use of Cooperative Assets.
2. Person hereby grants to Cooperative and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the street lighting or to Cooperative's use of the Cooperative Assets, including the right to access the premises with vehicles, Cooperative Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect Cooperative Assets, provide street lighting, or provide or install any other service; go inspect, maintain, test, replace, repair, disconnect or remove Cooperative Assets; (iii) install additional equipment or devices on Cooperative Assets; or (iv) conduct any other activity reasonably related to the street lighting or Cooperative Assets (collectively, "Cooperative Activity"). Person represents or warrants that it has *the* right to permit Cooperative to provide the street lighting and to perform the Cooperative Activity upon the premises and, if applicable, has obtained express written authority and required permission from all premises owners, and any other person or entity with rights in the premises, to enter into this Agreement and to authorize the Cooperative Activity.
3. The Person shall designate the type and design as well as the location of the street light(s) for which service is requested.
4. The determination of the type and design as well as the location of the street light(s) rests solely with the Person, and the Cooperative shall not bear any responsibility or liability with respect to such determination.
5. The Cooperative shall furnish all electric energy required to operate the lighting system, but the Cooperative does not guarantee continuous lighting or electric service. The Person understands that the lighting and related service is provided on an "as is" and "as available" basis and may be interrupted.
6. The Cooperative shall not be liable to the Person 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.
7. The Person shall have sole responsibility for determining the proper level of illumination and that the streetlight otherwise is working properly.
8. The Person also shall have sole responsibility for notifying the Cooperative of any problems relating to the illumination or other operation of the lighting system.
9. The Cooperative shall not have any duty to inspect the street lighting system unless and until the Person provides notification to the Cooperative that the street lighting system is not working properly or that there is some other problem with the street lighting system.

10. 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 Person that the street lighting system is not working properly.
11. To the fullest extent permitted by applicable laws, Person agrees to indemnify, hold harmless, and at the Cooperative's request, defend 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 this Agreement or resulting from the installation, inspection, maintenance, operation, or inoperation of the street lighting system, except when such claims, demands, liabilities, losses, costs or expenses are the result of Indemnitees sole negligence then Person will not be liable for that Claim. This indemnification expressly applies where the Person is alleged to be partially or wholly responsible for the claim. This indemnification extends to the successors and assigns of the Person.
12. Nothing in this Agreement conveys to Person any right to attach or affix anything to any Cooperative Asset. Person agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any Cooperative Asset. If Person desires to attach or affix anything to Cooperative Assets, Person must first obtain Cooperative's written consent.
13. Cooperative makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-Infringement) regarding street lighting, Cooperative Assets, or any Cooperative Activity. Person acknowledges that, due to the unique characteristics of the premises, Person's needs, or selection of Cooperative Assets, the street lighting may not follow IESNA guidelines. Person waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of street lighting or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of street lighting, Cooperative Assets, or this Agreement, or arising from damage, hindrance, or delay involving the street lighting, Cooperative Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent Cooperative is liable under this Agreement, and to the extent allowed by applicable law, Cooperative's liability is expressly limited to: (i) with respect to the street lighting purchased by Person, the annual amount paid by Person for the street lighting; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Person is solely responsible for safety of the premises; Person agrees that Cooperative has no obligation to ensure safety of the premises and that Cooperative has no liability for any personal injury, real or personal property damage or loss, or negative impact to Person or any third party that occurs at the premises.
14. Person is in default if Person (i) does not pay the entire amount owed to Cooperative within 45 days after the due date or (ii) breaches any material term, warranty, covenant, or representation of this Agreement. Cooperative's waiver of a past or concurrent default will not waive any other default. If a default occurs, Cooperative may: (a) immediately terminate this Agreement, (b) remove any Cooperative Asset from the premises; or (c)

seek any available remedy provided by law, including the right to collect any past due amount, late fee, or any amount due for the street lighting.

15. This Agreement contains the parties' entire agreement relating to the street lighting. Subject to applicable law, Cooperative may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Person. If Person uses the street lighting or makes any payment for the street lighting on or after the modification effective date, Person accepts the modification. Person will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement. Any such assignment without Cooperative's prior written consent will be void and of no effect.

## **VI. TERMS OF PAYMENT**

The bill is due upon receipt and payable within ten (10) days thereafter. If a balance is outstanding past the due date, Person agrees to pay a 1.5% late fee on the unpaid balance and acknowledges that Cooperative may require Person to pay a deposit of up to two times the Estimated Monthly Charge in order to continue the street lighting. If applicable, Person must provide a copy of its Georgia sales tax exemption certificate. Person must pay costs associated with any Person-initiated change to the street lighting after the date of this Agreement.

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  
September 19, 2024

April 2, 2004  
November 1, 2005  
March 4, 2008  
August 1, 2008  
August 1, 2008  
March 2, 2010  
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October 31, 2013  
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July 5, 2022  
July 5, 2023  
September 5, 2023  
October 3, 2023  
November 1, 2024