
LED STREET LIGHTING SERVICE RATE LED1

Availability:

To all municipal or governmental customers contracting for LED (light emitting diode) street lighting service by means of Company-owned and maintained lighting facilities subject to the availability of Company approved materials and completion of required engineering. This tariff is available as a two-year pilot.

Rate:

Facilities Charge:

One time charge equal to the estimated installed cost of the lighting and related facilities, paid prior to installation of facilities, and monthly facilities charge of one half of one percent (0.5 %) of the estimated installed cost of all lighting and related facilities.

Energy Charge: \$0.08381 per kWh

The kWh usage to be billed shall be calculated by multiplying the rated input wattage of the original fixture and related accessory equipment by 350 hours.

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to *D-5.05*.

Late Payment Charge: A 1.5% per month late payment charge will be applied to outstanding charges past due.

Conditions of Delivery:

1. Upon completion of a signed Agreement and payment, the Company will furnish, install, own and operate a complete LED lighting unit and will supply all electric energy and normal maintenance for the operation of the unit. A lighting unit may include an LED fixture, bracket, control, and monitoring device. This rate requires use of existing Company-owned wood poles and available 120-volt service. Where additional primary and/or secondary facilities are required, the Customer shall pay the full cost of installation.
2. The Company will initiate a first response to maintain lighting units within 72 hours of notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which luminaires are out of service, and no adjustments will be made to the Facilities Charge or energy consumption as a result of component or unit replacement. After a period of 10 years from installation, normal maintenance shall continue but replacement of the fixture or major fixture components are at Customer discretion and require reimbursement of expenses and a new or revised Agreement.
3. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs. The Company shall be responsible for tree trimming only within those work zones which are restricted to qualified utility workers.
4. Luminaires will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise, providing dusk-to-dawn operation approximately 4,200 hours per year.
5. The Company will, at Customer's expense, modify, replace, relocate, change the position, or temporarily remove and reinstall any properly operating Company-owned poles or fixtures contracted for under this rate as requested in writing by the Customer or as required by a governing authority.

(Continued on Sheet No. D-42.02)

Issued *December 21, 2011*
R.A. Draba
Vice-President,
Milwaukee, Wisconsin

Effective for service rendered on and
after *January 5, 2012*

Issued under authority of the
Michigan Public Service Commission
dated *December 20, 2011*
in Case No. U-16830

LED STREET LIGHTING SERVICE RATE LED1
(Continued from Sheet No. D-42.01)

Conditions of Delivery (Cont'd):

6. *If the Customer, or a governing authority, terminates service or requests the permanent removal of any Company-owned LED lighting facilities within 10 years of installation, the Customer shall reimburse the Company for the lesser of the estimated labor charges for removal of the equipment, or the remaining balance of Facilities Charges to satisfy the 10 year period. Permanent removal of pole mounted lighting facilities more than 10 years after installation shall be at no cost to the Customer.*
7. *When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install/remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with Company construction standards and any other codes the Company determines to be applicable.*
8. *Part-night, temporary or seasonal service is not available under this rate unless metered, and the Facilities Charge shall continue until unit is permanently disconnected by Company.*
9. *Subject to Company approval, the Company will allow municipal Customers to make attachments of temporary Christmas lighting and/or decorations on Company-owned light poles. The Customer must execute an annual agreement for such attachments and must meet all conditions thereof. Estimated energy consumption will be billed under the current CgI energy rate. Time and material charges for installation removal or associated maintenance may also apply.*
10. *Electric service will not be furnished hereunder for breakdown for standby purposes where another source of power is available to the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.*
11. *Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.*
12. *The lighting agreement shall continue in force until terminated upon 30 days' prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.*

*Issued April 28, 2010
R.A. Draba
Vice-President,
Milwaukee, Wisconsin*

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