PUBLIC STREET LIGHTING SERVICE

SCHEDULE ODL-PS

AVAILABILITY – Available throughout the area served by the Cooperative.

<u>APPLICABILITY</u> – Applicable to Municipal, County, State and Federal governments, including divisions thereof, and other bodies politic which have the authority to levy and collect general taxes, for the lighting of public streets and roads, public parks and other outdoor locations open to and reserved for general public use.

CONDITIONS OF SERVICE — The below rate includes the furnishing of energy and standard fixtures with the light installed on an existing structure with acceptable voltage. Service hereunder includes regular maintenance and lamp replacement, but not vandalism. Service may be discontinued at the option of the Cooperative if vandalism costs are not reimbursed by the member. Service under this rate schedule will be available on an automatically controlled dusk-to-dawn every night schedule. Service is available only to the types of lighting units specified herein. The Cooperative does not warrant or guarantee that the service provided hereunder shall meet any lighting standard, including, but not limited to, the location of the facilities and the illumination provided. Neither does the Cooperative guarantee or insure continuous and uninterrupted service. The Cooperative reserves the right to interrupt service at any time for necessary repairs to lines or equipment whether directly or indirectly associated with the service provided hereunder.

<u>LIMITATIONS</u> – Subject to all of the rules and regulations of this tariff and general rules and regulations of the Cooperative. Standby and resale service not permitted.

<u>TERMS OF PAYMENT</u> – See "Terms of Payment" on Sheet No. <u>21.0 Terms of Payment (2017)</u>

<u>TAXES</u> – See "Tax Adjustments" on Sheet No. <u>19.0 Tax Adjustments - Tax 1990</u>

<u>MONTHLY ELECTRICAL ENERGY CHARGE</u> – See "Monthly Electrical Energy Charge" on Sheet No. <u>17.5</u> - <u>17.6 Electric Energy Charge for Outdoor Lighting</u>

<u>MONTHLY FACILITIES CHARGE</u> – See "Monthly Charge for Facilities" on Sheet No. <u>17.0 - 17.1 Outdoor</u> <u>Lighting Service - Schedule OL</u>

(Continued on Sheet No. 17.21)

Issued by: Steve Rhodes Effective: June 1, 2016

APPROVED

AUTHORITY NO. CE-16-008

DOCKET NO. NA

ORDER NO. N/A

APPROVED: June 2, 2016

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(Continued from Sheet No. 17.20)

FACILITIES CURRENTLY AVAILABLE

Type	<u>Fixture</u>
LED	Outdoor Light mounted on existing pole
HPS	Outdoor Light mounted on existing pole
HPS	Flood Light mounted on existing pole
HPS	Cobra Head Style fixture with 6' arm mounted on existing pole
LED	Corvus Style fixture mounted on a 35' Concrete Pole
LED	DBL Corvus Style fixture mounted on a 35' Concrete Pole
	LED HPS HPS HPS

FACILITIES NOT AVAILABLE

There are light fixture styles that exist in the field that are no longer offered for new installations.

MONTHLY CHARGE FOR ADDITIONAL FACILITIES - See "Additional Outdoor Lighting Facilities" on Sheet No. 17.0 - 17.1 Outdoor Lighting Service - Schedule OL

(Continued on Sheet No. 17.22)

Issued by: Steve Rhodes Effective: June 1, 2016

APPROVED

AUTHORITY NO. CE-16-008

DOCKET NO. NA

ORDER NO. N/A

APPROVED: June 2, 2016

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(Continued from Sheet No.17.21)

TERMS AND CONDITIONS - ODL - PS PUBLIC STREET LIGHTING

- 1. Customer shall furnish plans and schematics for area lighting design. The Cooperative assumes no responsibility or liability for the adequacy of the customer's lighting design.
- Cooperative will furnish and install the lighting unit complete with lamp, fixture or luminaire, control device and pole to implement the customer's lighting design. The Cooperative disclaims all warranties, express or implied, including any implied warranties or merchantability, fitness for use, fitness for particular purpose, or the adequacy, sufficiency, or appropriateness of the lighting system for purposes of safety, security, or other illumination.
- 3. The above rates for underground service contemplate a normal installation of not more than 100 feet of conductor per unit. If additional facilities are required, the customer shall make a non-refundable cash contribution equivalent to the installed cost of the excess facilities. The cooperative, in its sole judgment, shall determine whether or not service can be provided.
- 4. Any modification to existing lighting structures (such as painting) will require approval in writing by the Cooperative prior to execution. Maintenance of such modification shall be the responsibility of the customer.
- 5. All lighting units, poles and conductors installed in accordance herewith shall be the property of the Cooperative, and the Cooperative shall have access to the same for maintenance, inspection and all other proper purposes. The Cooperative shall have the right to make other attachments to the poles and to further extend the conductor installed in accordance herewith when necessary for the further extension of its electric service.
- 6. If any permit is required from municipal or other governmental authority with respect to the installation and use of any of the lighting units served hereunder, it will be the responsibility of the customer to obtain such permit.
- 7. Cooperative will perform periodic inspection of the lighting fixture. However, the customer shall be responsible for reporting outages and other operating faults, and the Cooperative will undertake to service the lighting equipment within time required by Florida Statute after such notification by the customer, except where permission must be obtained from a governmental agency to access the lights.

(Continued on Sheet No.17.23)

Issued by: Steve Rhodes Effective: June 1, 2016

APPROVED

AUTHORITY NO. CE-16-008

DOCKET NO. NA

ORDER NO. N/A

APPROVED: June 2, 2016

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(Continued from Sheet No. 17.22)

- 8. The customer will exercise proper care to protect the property of the Cooperative, and in the event of loss or damage to the Cooperative's property arising from the negligence of the customer; the cost of the necessary repair or replacement shall be paid by the customer. The Cooperative may decline to install equipment and provide service in locations where, in the Cooperative's judgment, such equipment will be subject to unusual hazards or risk of damage.
- 9. Contracts for service may have a minimum fixed term of five years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty day notice to the other. The Cooperative shall have the right at any time to discontinue service for non-payment of bills or other causes set forth in its General Rules and Regulations. Upon permanent discontinuance of service, lighting units and other equipment will be removed.
- 10. The customer shall not attach any additional electricity using devices or other customer owned equipment (such as signs or sporting equipment) to the poles or fixtures.
- 11. Relocation of outdoor lights is permitted, provided the member pays to the Cooperative the actual cost of relocating the light, with the minimum charge being \$100.00.

Issued by: Steve Rhodes Effective: June 1, 2016

APPROVED

AUTHORITY NO. CE-16-008

DOCKET NO. NA

ORDER NO. N/A

APPROVED: June 2, 2016

Greg Shafer

DIRECTOR DIVISION OF ECONOMICS