

**17.5.11 Rate Designation: Private Outdoor and Street Lighting; Rate Code X**

**Class of Service:** Private Outdoor and Street Lighting.

**Service Area:** All Areas.

**Availability:** Private outdoor and streetlights are available to all member-consumers. The Cooperative will furnish, install, and maintain the photo- electrically controlled light and reserves the right to remove it. The member-consumer agrees to a minimum of twelve-monthly billings from the date of initial installation. The unit as installed remains the property of the Cooperative and may be removed upon 30 days' written request by the member-consumer. Some lighting contractual agreements will necessarily be individually considered. Due to the varied applications and extent of these lighting requirements, this lighting shall be approved through contractual lighting agreements between the member-consumer and the Cooperative.

The Cooperative will replace HPS lighting requiring maintenance with equivalent light-emitting diode (LED) lighting at the Cooperative's option. A request outside of the Cooperative's lighting replacement schedule will be honored but will require the member-consumer be charged \$100 per fixture for the accelerated replacement.

**Monthly Rate:** Applicable monthly charges identified in the following tables are for lamp and fixture. These charges also apply to other Cooperative-owned installations where a contribution in aid of construction has been paid in advance, resulting in comparable cost installation. When an existing wood distribution pole is not available for use with the desired lights, the member-owner shall pay the Cooperative a contribution in aid of construction at the time of installation or replacement for the full cost of the wood or non-wood pole and installation. These payments shall not be subject to a refund.

These charges are subject to adjustment clauses and riders specified herein.

Non-Metered Lighting

Light-Emitting Diode (LED)		High Pressure Sodium	
Wattage	Rate/Mo	Wattage	Rate/Mo
100 HPS/LED equivalent	\$6.25	100 HPS/LED equivalent	\$6.25
150 HPS/LED equivalent	\$7.00	150 HPS/LED equivalent	\$13.00
250 HPS/LED equivalent	\$7.50		

**Contracts:** From time to time there will be special requests from member- consumers for lighting facilities not addressed in other private outdoor/street light rates. Contracts shall be used to deal with these instances in a fair and equitable manner for the Cooperative and the member- consumer desiring lighting facilities. These rates shall also be fair in that other rate classes shall not bear the burden of costs for these private outdoor/streetlights.

**Facilities:** Upon member-consumer request, a standard set of private outdoor or streetlights will be furnished and maintained at no expense to the member-consumer. The Cooperative will offer a limited selection of optional lights. The material cost of the cooperative's optional light less the cost of a standard light will be billed to the member- consumer prior to installation.

The Cooperative will provide the energy used by the non- metered lights. The member-consumer will only pay the energy charges through the existing meter for metered lights.

Requests for temporary lighting will be charged all applicable costs for installation and removal. Temporary lighting is a lighting installation where it is known the lights will be removed prior to the 12-month requirement. Lights will be billed at the applicable rate for the duration the lights are installed.

When using Cooperative installed lights, a location mutually agreeable to the member-consumer and the Cooperative shall be determined in accordance with all applicable city, county, and state rules and regulations.

**Disclaimer of Liability:** Although the Cooperative has agreed, pursuant to this tariff to provide certain maintenance for private outdoor or street lighting service equipment, the Cooperative does not have the ability to continuously monitor the equipment and disclaims all liability from such maintenance activities or the failure to perform such activities, whether the lighting equipment is owned by the Cooperative or the member-consumer. The Cooperative makes no guarantees or assurances as to the availability, adequacy, or operation of the Lighting equipment provided pursuant to this tariff. The member-consumer is encouraged to notify the Cooperative if the member-consumer believes the Lighting equipment needs maintenance or is inadequate for the member- consumer's needs.

The Cooperative will not designate, design, or assess the need for street lighting. It is assumed that when street lighting is requested from Cooperative using Cooperative standard or optional Cooperative lighting the design criteria for lighting the street has been completed and the resulting request to the Cooperative meets all applicable design and lighting standards for the government agency requesting the lights and for the municipality in which the lights will be installed.

**Billing:** The bill is the amount computed when applying the energy adjustment clause and the above rate to the number of kWhs consumed. Bills are rendered on or about the 3rd day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.

An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one complete forgiveness of a late payment charge per calendar year.

**Tax:** The State of Iowa Sales Tax shall be added to the total bill as determined in the above-listed provisions. In the event any governmental taxing body shall impose any tax or charge of any kind based on the amount of electricity sold under this schedule, or upon receipts from such sales, the Cooperative will add the amount of such tax or charge to the billing.