



Outdoor Lighting Service Rate LED-2

Availability

This rate is only available to new customers or customers converting from high pressure sodium, metal halide or incandescent lighting to Light Emitting Diode ("LED").

Public Lighting

Available for Street or Highways and areas within the public domain for customers designated as governmental entities, inclusive of the state, municipalities, or other public authorities. Installations on limited access highways, tunnels, bridges and the access and egress ramps thereto are subject to the Special Rate Conditions of this tariff.

Lighting Services

Service under this rate is for full-night service street lighting whereby the luminaire operates for the entire night time period pursuant to the Hours of Operation provision below. In addition, customers may, at their option, take advantage of part-night service in which the luminaire operates for a portion of the night pursuant to the Hours of Operation provision below. Customers may select the part-night service option at the time of lighting installation or at any time during service. Any request to select the part-time night service option must be made in writing.

Conversion

Customers choosing to convert from service under Rate M to service under Rate LED-2 must:

1. Contribute to the Company the remaining unexpired life of currently installed high pressure sodium, metal halide or incandescent fixtures which the Customer wishes to remain in service on the date that service under this rate is initiated;
2. Contribute to the Company the cost of removal and remaining unexpired life of any street and area lighting fixtures as of the date that such fixtures are removed and replaced with lighting technology in accordance with Rate LED-2;
3. Pay the Company the installed cost for all new LED fixtures placed into service under Rate LED-2;
4. Furnish any fixtures accepted by the Company, and pay either the Company or a private line contractor, as described under the "Additional Requirements" section below, for the installation of these fixtures.

The Company will not perform maintenance of lighting fixtures under this rate. The Customer will hold title to all fixtures during the time they are installed. The Customer will sign a contract

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providing responsibilities of the Company and the Customer during the period of which the lights are installed.

Full-night outdoor lighting service on an annual basis totaling approximately 4,320 hours of operation per year and midnight outdoor lighting service on an annual basis totaling no more than 2,448 hours of operation per year shall be provided for under this rate.

Installation

Any customer installation of their lights by the Company through conversion of high pressure sodium, mercury vapor or incandescent will be billed \$50 per light to install to cover labor costs associated with installation, as provided on page 112 under Conversion of Existing Lights to Sodium Vapor or LED.

Any customer requesting a new installation of lights by the Company will be billed \$215 per light to install to cover labor costs associated with installation.

Replacement and Maintenance

Any customer requesting replacement or maintenance of a light by the Company will be billed \$215 per light to cover labor costs associated with replacement and maintenance.

Additional Requirements

Fixtures must be provided by the Customer for installation on the Company's facilities. Fixtures shall be accepted by the Company in advance of installation and must be compatible with existing line voltage, brackets and photoelectric controls, and must require no special tools or training to install and maintain.

Customers who are replacing existing fixtures with LED fixtures are responsible for the cost of removal and installation. Customers may choose to have this work completed by the Company or may opt to hire and pay a private line contractor to perform the work. Any private contractor shall have all the requisite training, certifications and insurance to safely perform the required installations, and shall be licensed by the State and accepted by the Company. Prior to commencement of work, the municipality must provide written certification of the qualifications to the Company. Contractors shall coordinate the installation work with the Company and submit a work plan subject to approval by the Company. The Customer shall bear all expenses related to the use of such labor, including any expenses arising from damage to the Company's electrical system caused by the contractor's actions.

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The energy charges for each luminaire will be determined by multiplying the current energy charges per kilowatt-hour by the average monthly kilowatt-hours shown in the following:

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

| | |
|---|----------|
| Fixed Luminaire Charge per Month per Watt | 5.547 |
| Distribution Charge per kWh | 4.157 |
| Reliability Enhancement/Vegetation Management | 0.00 |
| <hr/> | |
| Total Distribution | 4.157 |
| | |
| Transmission Charge | 1.879 |
| Stranded Cost Charge | (0.0092) |
| Storm Recovery Adjustment Factor | 0.000 |

The monthly fixed luminaire charge will be based on the wattage of the luminaire multiplied by the rate. Charges per kWh will be based on the annual kWh per luminaire provided by the Customer in a street light registry. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights among the months. The sum of the monthly kWh for each light equals the annual kWh in this tariff. The Customer will be billed on an annual average of kWh per month.

Limitations on Availability

The availability of this rate to any Customer is contingent upon the availability to the Company of personnel and/or other resources necessary to perform the conversion of existing fixtures.

Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the calculated monthly kWh of such light, upon presentation of a claim from the Customer. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

Excessive Damage

Excessive damage to poles or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

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LIBERTY UTILITIES

Terms of Service

The customer shall receive and pay for outdoor lighting service for an initial term of five years from the date of installation. Unless notice of termination is given, service shall be extended thereafter for terms of one year. Either the customer or the Company may terminate outdoor lighting service by giving the other written notice at least six months before expiration of a term.

Discontinuance of Lights

Upon expiration of the initial five year term, the Customer may discontinue lights by written notice to the Company.

Conversion of Existing Lights to LED-2

Public Street Lights

1. Incandescent lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of incandescent lights with an appropriate LED. The conversion will be completed in a period as agreed upon.
2. Mercury vapor lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of mercury vapor lights with an appropriate LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.
3. Sodium Vapor lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of sodium vapor lights with an appropriate LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.

Conversion of lights will be made as requested by the Customer and as agreed to by the Company, upon payment of the undepreciated value of the existing light and a \$50 per light conversion charge.

Energy Emergency Service

In the event of a generally recognized national and/or regional energy shortage or emergency, annual outdoor lighting may be disconnected upon written request of the Customer. In this event, a monthly charge will be billed at the rate of 80% of the normal charges for the duration of time the lighting service is disconnected.

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