

# Streetlight Service Agreement – Public Efficient Streetlighting Upgrades

**This Contract**, entered into this \_\_\_\_\_, **2021** by and between **Indiana Michigan Power Company**, hereafter called the Company, and the Town of Yorktown, IN, hereafter called the Customer. The Company and the Customer are collectively referred to herein as The Parties.

**WHEREAS**, the Company agrees to provide and maintain a streetlighting (SL) system for the Customer, consisting of the number and type of lamps as hereinafter provided, together with electric energy through a general system of overhead distribution, sufficient to operate said lamps continuously from one-half hour after sunset until approximately one-half hour before sunrise, every night, approximately 4,000 hours per annum during the term of years hereinafter set forth. Said lamps shall be so maintained and operated that they will give the maximum amount of illumination obtainable under commercial conditions.

**WHEREAS**, the Customer agrees to accept the service herein specified during the term hereof and to pay therefore at the rates on file with the Indiana Utility Regulatory Commission set forth in the Public Efficient Streetlighting Program (PES) sections of Tariff ECLS, Tariff Codes 530 and 532 and Tariff SLS, Tariff Codes 533 and 534.

**WHEREAS**, PES is a Demand-Side Management/Energy Efficiency Program designed to encourage energy efficient SL through the conversion of existing Company-owned SLs to LED SLs.

**WHEREAS**, the PES is subject to the terms and conditions contained in the PES as approved by the Commission on February 3, 2021 in Cause No. 45285 and Tariff ECLS and Tariff SLS.

**NOW THEREFORE**, Customer and Company agree that the Customer will participate in the PES program according to the following requirements:

1. Existing SL fixtures will be upgraded to more efficient LED SL fixtures on a one-for-one basis based on the preliminary summary below from currently billed SLs by account number.

Tariff Code Existing SLs	Acct #	Existing SL Type	Size (Lumens)	Quantity
530, 533	0448368570	High Pressure Sodium	5,800	1
		High Pressure Sodium	9,500	62
		High Pressure Sodium	16,000	4
		High Pressure Sodium	22,000	27
		Mercury Vapor	7,000	218
		Mercury Vapor	20,000	44

2. Any Customer request for additional LED fixtures (i.e. non one-for-one replacement), additional poles, and/or additional wire spans are subject to the terms for such under Tariff ECLS and are not subject to PES program consideration under Tariff SLS.

## Streetlight Service Agreement – Public Efficient Streetlighting Upgrades

3. The Company will perform a field audit of existing SL fixtures to identify and confirm physical location, quantity, size, and type of fixture as part of upgrade services under the PES program.

The Customer agrees to accept the results of the field audit, with satisfactory evidence of such audit provided by the Company to the Customer, and agrees that the associated Customer Tariff ECSL 530 and Tariff SLS 533 code accounts will be updated to reflect the results of the field audit following the Company's implementation of upgrade services as agreed upon under the PES program.

4. The Company will identify and provide to the Customer prior to effectuation of the PES Program an upgrade services summary of the anticipated size and type of each LED fixture that will be replaced and each existing SL fixture agreed upon by the Customer to be upgraded through PES Program. This summary will be reconciled following completion of the LED installation work.
5. The Company will utilize the following LED SL fixtures to replace existing SL fixtures agreed upon by the Customer to be upgraded under the PES Program, using a comparable SL fixture lumen output rating matching procedure:

Company LED Streetlight Fixture Description	Energy Consumption (kWh)
ROADWAY, LED, 120-277V, 41W, TYPE 2 NARROW ASYMMETRIC REFRACTOR, 4000K, 4.8K LUMENS	41 watts x 4000 hours of use = 164 kWh
ROADWAY, LED, 120-277V, 88W, TYPE 3 ASYMMETRIC MEDIUM REFRACTOR, 4000K, 8.5k LUMENS	88 watts x 4000 hours of use = 352 kWh
ROADWAY, LED, 120-277V, 139W, TYPE 3 ASYMMETRIC MEDIUM REFRACTOR, 4000K, 14K LUMENS	139 watts x 4000 hours of use = 556 kWh
ROADWAY, LED, 120-277V, 219W, TYPE 2 ASYMMETRIC MEDIUM REFRACTOR, 4000K, 23K LUMENS,	219 watts x 4000 hours of use = 876 kWh

6. The Company will provide to the Customer a PES Program LED SL upgrade plan and schedule prior to the Company effectuating PES Program services, and the Customer agrees to such schedule and to make reasonable accommodation for the effectuation of the Company's plan;
7. The Company and Customer agree to identify a reasonably anticipated schedule and/or plan barriers and constraints in advance of plan and schedule finalization and the Company agrees to accommodate specific Customer requirements for plan execution, reasonably identified and actionable.
8. The Customer agrees to provide waiver to the Company for any roadway permitting, including the cost thereof, typically required by the Customer for effectuation of agreed upon PES Program upgrade field work.
9. Upon successful and full completion of the PES program plan, the Company will provide to the Customer final results for the work completed, including identification of the number and type of

## Streetlight Service Agreement – Public Efficient Streetlighting Upgrades

LED streetlight fixtures actually deployed under the plan. The Customer agrees to accept SLS SL service from the Company for the LED SL fixtures actually deployed and agrees that the associated Customer Tariffs ECLS 530 and SLS 533 code accounts will be updated to reflect the results of actual LED SLs deployed from such plan under the Tariff ECLS 532 and SLS 534 codes, respectively.

10. In the event that any existing fixture type already accepted by the Customer for service under Tariff ECLS code 530 or Tariff SLS code 533 but not agreed to be upgraded to LED under the PES Program are discontinued, the Company reserves the right to replace any failed units with a currently available non-LED fixture and lamp of comparable lumen output.
11. Upon receipt of a written notice from a duly authorized representative of the Customer, the Company agrees to install additional lamps of respective sizes and types that are not identified and considered as part of the PES Program and which have been approved by the Company as the Customer may, from time to time, require. Payment for the installation of such additional lamps shall be at the rate specified in the respective filed tariff. Whenever additional lamps are so ordered, the minimum number of lamps to be furnished throughout the remainder of the period covered by this Agreement shall be increased accordingly. Temporary lamps, if ordered, shall be furnished under a special agreement.
12. The minimum number of lamps provided and maintained by the Company throughout the terms of this Agreement shall not be less than the number of lamps agreed upon at the commencement of the term, including PES Program SLSs upgraded.
13. All material furnished by the Company shall remain the property of the Company and may be removed at the termination of this Agreement, if the Company so desires.
14. The Company reserves the right to renegotiate this agreement when the Customer requests a significant (10%) increase during twelve months in the number of lamps specified in this Agreement.
15. Bills are due upon receipt and payable within 17 days of the mailing date.
16. The Company shall keep each and every lamp herein specified in operation during the time provided. Adjustments to the bill for outages which are reported to the company shall be made for all days during which the lamp failed to work, provided that the Company shall be given two (2) regular work days (Monday through Friday) from the time of notification by the customer or its representative to repair any fixture covered in this Agreement and that no adjustment shall be made if the repair is completed within that two (2) day period. Formal notification shall be considered to be in written form only but it is agreed that verbal notification shall be sufficient for precipitating repair measures. The adjustment made by the Company shall be on a daily pro rata basis to reflect the actual number of days, which the unit was inoperative.
17. If the Customer shall default in the payment of any bills as herein provided, the Company may at its option, after having given ten (10) days written notice of its intention to do so, discontinue the service herein specified and continue to withhold the supply of electric energy for SL until such time as the Customer has made payment for all bills in which it is in arrears. Any such suspension of service by the Company shall not terminate this Agreement unless Company so elects. Otherwise, upon

## Streetlight Service Agreement – Public Efficient Streetlighting Upgrades

payment by the Customer of the amount it is in arrears, the Agreement shall remain in full force and effect for the period herein specified.

18. The Customer hereby grants to Company the privilege of the use of the streets, alleys and public places of said Customer for the purpose of placing its poles and equipment.
19. The Customer agrees that during the life of this Agreement it will provide in its annual budgets and estimates and levy of taxes sufficient funds to pay the Company any amounts due for services rendered under said Agreement.
20. This Agreement cancels and supersedes all previous Agreements relating to the supply of the service described herein.
21. This Agreement shall extend for a period of **12** months from the effective date of this Agreement with self-renewal provisions for successive terms of one (1) year each until either party shall give at least 60 days' notice of the intention to discontinue at the end of any term. The Company will have the right to require contracts for periods longer than one (1) year. Rates during the term of this Agreement will change in accordance with revisions approved by the Indiana Utility Regulatory Commission.

Any conflict between this Agreement and the Company's Tariff shall be resolved in favor of the Tariff.

**INDIANA MICHIGAN POWER COMPANY**

**City of Yorktown**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Randy Miller**

**Pete Olson**

Title: **Manager, Customer Services**

Title: **Town Manager**

Date:

Date: \_\_\_\_\_