

**CHOCTAWATCHEE ELECTRIC COOPERATIVE, INC.
DEFUNIAK SPRINGS, FLORIDA**

OUTDOOR LIGHT INSTALLATION AGREEMENT

CHELCO Account Number _____ CHELCO Project ID # _____

In accordance with the following terms and conditions _____
a member of CHELCO, requests the following installation of outdoor lighting at
_____ located in _____, Florida.
(City/County)

Install ___ 100 watt hps Outdoor Light (s) on existing pole \$ 5.56 per month \$ _____

Install ___ 400 watt Flood Light (s) on existing pole \$ 11.91 per month \$ _____

Install ___ 30' yard pole (2 maximum) \$ 4.10 per month \$ _____

Existing Outdoor Light Account yes no \$ _____ per month \$ _____

Total Monthly Charge \$ _____

CHELCO AGREES:

- To furnish, install the light (s), and pole (s) described and identified above, in accordance with the MEMBER's plans and specifications and CHELCO's tariff.
- To furnish to the member the electricity necessary for the operation of the light (s), provided a source is available.
- To furnish to the MEMBER a copy of CHELCO's tariff.

THE CUSTOMER AGREES:

- That this contract for service shall 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 days notice to the other.
- To protect the light (s), and pole (s) from damage and vandalism so far as practicable.
- To provide "Actual Notice" to CHELCO in the event of the malfunction or failure of a light. "Actual Notice" is defined as: Notification to CHELCO of an inoperative or malfunctioning light. This notification must be acknowledged by CHELCO according to CHELCO's designated procedures and contains the following information:

a) The Light Location b) Description of the malfunction c) Appropriate contact information

CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

Please provide billing address if different from service address:

Name Address City/County State Contact Phone# (Between 8:00 a.m. – 5:00 p.m.)

APPROVED BY:

Member's Signature/Date

OR

Signature of responsible party

_____ I have received a copy of CHELCO's tariff

**FIRST REVISED SHEET NO. 14.0
CANCELLING ORIGINAL SHEET NO. 14.0**

NAME OF UTILITY CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

GENERAL AREA LIGHTING SERVICE

SCHEDULE GAL

AVAILABILITY – Available throughout the area served by the Cooperative where the customer has an existing service.

APPLICABILITY – Applicable to customers who require one or two lights for the illumination of lots, driveways, yards, and other outdoor areas. Under certain circumstances, where lights are located in areas that are inaccessible to the Cooperative, customers requiring more than two lights may be served under this rate schedule.

CONDITIONS OF SERVICE – The Cooperative will provide, own and maintain the lighting equipment, as hereinafter described, and will furnish the electrical energy to operate such equipment. 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.

LIMITATIONS – Subject to all of the rules and regulations of this tariff and general rules and regulations of the Cooperative. Standby or resales service not permitted.

MONTHLY RATE

100 watt hps Outdoor Light mounted on existing Pole	8,550 lumens - \$ 5.56
400 watt Flood Light mounted on existing pole	45,000 lumens - \$11.91

POLE CHARGE

30' pole if required, up to 100' of conductor	\$ 4.10
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TERMS OF PAYMENT – See “Terms of Payment” on Sheet No. 21.0.

Issued by: James E. Smith
CEO and General Manager

Effective: July 1, 2005
ORIGINAL SHEET NO. 14.1

NAME OF UTILITY CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.
(Continued from Sheet No. 14.0)

WHOLESALE POWER ADJUSTMENT – See “Wholesale Power Adjustment Clause” on Sheet No. 18.0
Wholesale Power Adjustment shall be determined by the following tables:

<u>Lumens</u>	<u>Type</u>	<u>KWH Per Month</u>
8,550	100 watt H/P Sodium Vapor	40
45,000	400 watt Flood Light	144

TAXES – See “Tax Adjustments” on Sheet No. 19.0.

TERMS AND CONDITIONS

1. Cooperative will furnish and install the lighting unit complete with lamp, fixture or luminaire, and control device, on an existing pole. 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.
2. The above rates contemplate installation on an existing pole in the Cooperative’s system. If the location of an existing pole is not suitable for the installation of a lighting unit, the Cooperative will install any additional poles with up to 100 feet of conductor for the support of such unit at the price specified in the tariff. If additional facilities (such as an additional transformer) or expenditures are required, including any additional cost to break pavement or remove rock, the customer shall make a non-refundable cash contribution equivalent to the excess costs. The Cooperative may decline to install equipment and provide service in locations deemed by the Cooperative to be unsuitable.
3. All lighting units 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.
4. 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.

Issued by: James E. Smith
CEO and General Manager

Effective: July 1, 2005
ORIGINAL SHEET NO. 14.2

NAME OF UTILITY CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.
(Continued from Sheet No. 14.1)

5. The customer shall be responsible for reporting outages and other operating faults, and the Cooperative will undertake to service the lighting equipment within the time required by Florida Statute after such notification by the customer, except in the case of major weather related or other catastrophic events. In cases where access to the light is inhibited, the customer must make arrangements for the Cooperative to gain access to the light before the light can be serviced.
6. The customer will exercise proper care to protect the property of the Cooperative on his premises, 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 Cooperatives judgment, such equipment will be subject to unusual hazards or risk of damage.
7. Contracts for service shall 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 days 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.
8. Before agreeing to install lighting units, the Cooperative may require reasonable assurance that the interest of the applicant for service will continue for a minimum fixed contract term or that the service will be continued by another party after the interest of the original applicant has terminated.
9. 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.
10. 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 \$75.00.

Issued by: James E. Smith
CEO and General Manager

Effective: July 1, 2005