

**WALTON ELECTRIC MEMBERSHIP CORPORATION
MONROE, GEORGIA
NON-RESIDENTIAL OUTDOOR LIGHTING AGREEMENT
COOPERATIVE OWNED SYSTEM ONLY**

The Walton Electric Membership Corporation, "Cooperative", and _____

_____, a member of the Cooperative, "Member" hereby mutually agree that:

1. The Cooperative will furnish, install, and make all necessary electrical connections for LED type lighting fixtures at locations agreed upon by both parties.
2. The Cooperative shall furnish electric power for the lighting fixture which shall be controlled to energize the fixture from dusk to dawn.
3. The member agrees that service provided by the Cooperative shall be as follows:

Type of fixture/pole	Size of fixtures/poles	Number of fixtures/poles	Monthly Unit Charge	Total Monthly Charge
<u>Hapco Poles</u>	<u>35'</u>	<u>8</u>	<u>Up Front Cost</u>	
<u>Autobahn Fixture</u>	<u>70 Watt LED</u>	<u>10</u>	<u>28.00</u>	<u>280.00</u>

Address of Fixture Location(s) if different than below:

Intersection of HWY 81 and Ozora Church RD GDOT PI 0016363

Notes: Hapco poles will need to be paid up front at a cost of \$3,042.00 each for a total of \$24,336.00

- a) The minimum term for this contract shall be five (5) years. Thereafter, it will continue until cancelled.
- b) The Member agrees to the location for the lighting fixture; shall permit all necessary tree trimming required for the conductors or fixture installation.
- c) Where trenching work cannot be accomplished by use of Corporation's standard trenching equipment due to rock, high water tables, or other conditions, any excess cost due to these causes may be charged to the Owner by the Cooperative.
- d) It is mutually agreed that the fixture installed remains the property of the Cooperative and will be removed at the request of the Member when this agreement is terminated in accordance with the provisions contained herein.
- e) The Cooperative will maintain the fixture free of charge, including the replacement of burned out fixtures.
- f) The Member agrees to exercise proper care to protect the property of the Cooperative on its premises and in the event of loss or damage to the Cooperative's property arising from negligence of Member, the cost of necessary repair or replacement shall be paid by the Member.
- g) It is mutually agreed that service interruptions to the lighting fixture shall be reported by the Member to the Cooperative. Replacement of lamps and all other repairs shall be made only during the regular working hours of the Cooperative's service personnel as soon as practical after notice of such interruption of service is received.
- h) No reduction will be made to the Member's monthly charge under this agreement for service interruption time due to lamp failure or other cause beyond the control of the cooperative.
- i) The member further agrees that the fixture, together with the poles and conductors, may be removed at any time by the Cooperative upon failure of the Member to pay the charges set forth herein in accordance with the Cooperative's established rules for billing and collecting electric accounts.
- j) The Member agrees that if at any time the Cooperative deems it necessary to revise the rate schedule pertaining to Outdoor Lighting a corresponding modification will be made to the rates for services hereunder.

WALTON EMC

MEMBER

Approved by _____

Name: _____

Date: _____

Address: _____

Acct. No. _____

Signature: _____

Signature: _____