



**STANDARD LIGHTING CONTRACT  
(COMPANY OWNED) FORM 548**

Contract Number: 103036204347

Notification Number: 1048074597

**Part I**

Effective date of agreement: 11/1/2019

Company:  
CONSUMERS ENERGY COMPANY

Customer: MIDDLEBURY

A Michigan Corporation  
ONE ENERGY PLAZA  
JACKSON, MI 49201-2357

Customer Type: Township

County: Shiawassee

ZIP Code: 48866

Lighting Type: General Unmetered Experimental Lighting Rate GU-XL

Initial Term: 2 year(s) beginning with the Effective Date of Agreement stated above.

**Part II**

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY


Customer: MIDDLEBURY

Customer Type: Township

CE Representative Signature:

Customer Representative Signature:

\_\_\_\_\_



CE Representative Name:

Print Name: MICHAEL HERENDEN

\_\_\_\_\_

Title: SUPERVISOR

CE Representative Title:

\_\_\_\_\_

Clerk Attest: Roe Brown

**Standard Lighting Contract Terms and Conditions**

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

The image shows two pages of a contract form. The left page is titled "AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY OWNED)". It contains fields for "Customer Name", "Address", "City", "State", "Zip", "Phone", "Fax", "E-mail", "Contract No.", "Project No.", "Contract Description", and "Location". There is a signature line at the bottom. The right page is titled "RESOLUTION" and contains a table for listing luminaires and lamps. The table has columns for "Number of Luminaires", "Nominal Power", "Phase", "Type", "Location", and "Remarks". There is a signature line at the bottom of the right page. Both pages have a large "EXAMPLE" watermark.

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
  - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
  - b. The relocated equipment shall conform with the provisions in such application rates
  
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
  
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
  
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
  
11. Additional Items:  
None

Part III

2019-10  
RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the Township of MIDDLEBURY for a period of 2 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this  commission  council  board; and

RESOLVED, further, that the \_\_\_\_\_ and the Clerk be and are authorized and directed to execute such contract on the behalf of the Township.

STATE OF MICHIGAN  
COUNTY OF Shiawassee

I, Rose Brown, Clerk of the Township of MIDDLEBURY, do hereby certify that the foregoing resolution was duly adopted by the  commission  council  board of said municipality, at the meeting held on Dec. 11, 2019.

Dated:

12-11-19

Rose Brown

Municipal Customer Type: Township

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove Select...</i>	<i>Location</i>
						SEE EXHIBIT "A"

Comments:

PLEASE SEE EXHIBIT "A" FOR STREETLIGHT SIZE AND LOCATIONS

# Lights	Style	Size	Type	Location
1	Cobrahead	54	LED	Prospect St W of Mabbit St
1	Cobrahead	54	LED	Prospect St & Mabbit St
1	Cobrahead	54	LED	First St W of Mabbit St
1	Cobrahead	54	LED	First St & Mabbit St
2	Cobrahead	54	LED	High St W of Mabbit St
2	Cobrahead	54	LED	Pearl St W of Mabbit St
1	Cobrahead	54	LED	Pearl St & Mabbit St
1	Cobrahead	54	LED	McBride Rd between East St & Mabbit St
1	Cobrahead	54	LED	Mc Bride Rd W of Baldwin Rd
1	Cobrahead	54	LED	Baldwin Rd & Mc Bride Rd
1	Cobrahead	54	LED	Baldwin Rd 1st light N of Mc Bride Rd
1	Cobrahead	54	LED	Baldwin Rd 2nd light N of Mc Bride Rd
1	Cobrahead	54	LED	Baldwin Rd 3rd light N of Mc Bride Rd