

**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE 51
LED (Light Emitting Diode) LIGHTING SERVICE
COMPANY OWNED**

(N)

AVAILABILITY:

1. This schedule is available to all Customers contracting for Company owned and maintained LED lighting service for illumination of streets, highways, and other areas.
2. Service under this schedule may be pursuant to a service agreement, which shall be consistent with this schedule and shall be of a standard form provided by and satisfactory to the Company.
3. All non-standard equipment is subject to approval by the Company prior to installation.
4. Service under this schedule is effective for a minimum period of fifteen (15) years for lights installed by the Company on or after August 1, 2000, unless
 - (a) a subsequent customer requests service or;
 - (b) the facilities are removed, whereupon appropriate removal charges shall be paid.After expiration of such term, service shall continue on a year-to-year basis until terminated upon one (1) year's notice in writing.
5. Where necessary, the Customer shall obtain for, or grant to, the Company necessary permits and/or operating rights to place and/or maintain lighting facilities on public streets, highways, and public areas without expense to the Company. In conditions where it is necessary to place any lighting facilities on private property, the customer shall obtain and furnish suitable easements without expense to the Company.
6. Service under this schedule is available only for newly constructed Company owned lighting systems utilizing underground circuitry, LED or decorative or custom lighting systems utilizing overhead circuitry, or existing lighting systems upon purchase by the Company. The Company will furnish all necessary labor, material and supplies for the installation, servicing and maintenance of lights under this schedule, except as provided in paragraph 8 of the Special Terms and Conditions herein.

TYPE OF SERVICE:

Service under this schedule applies to dusk-to-dawn lighting of streets, alleys, and other areas which can be served from the Company's distribution system.


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MONTHLY RATES:

The sum of Lamp and Facilities charges:

Lamp Charges:

LED lamp wattage shall be rounded up to the next ten (10) watt increment and the lamp charge per month shall be calculated as follows:

The total load of the luminaire at the luminaire's high or maximum setting in watts as determined by the manufacturer (rounded up to the next ten watt increment) shall be multiplied by 350 hours, the result is divided by 1000 and then rounded to the nearest whole number which is the number of kWh to bill per month.

Rate per kWh: \$0.093381

Facilities Charges:

Definitions:

1. Estimated Installed Cost: The Estimated Installed Cost is the estimated installed cost of the lighting system, including but not limited to, luminaires, poles, distribution facilities, labor, overheads and includes the effect of applicable taxes (when applicable).
2. Estimated System Cost: The Estimated System Cost is the estimated installed cost of the lighting system including, but not limited to, luminaires, poles, distribution facilities, labor, and overheads but excludes the effect of applicable taxes.

Amount of the facilities charges:

0.260% times the Estimated System Cost per month.

The Customer shall pay the Estimated Installed Cost up-front, prior to the installation of the lighting system. The monthly facilities charge covers routine maintenance.

Rate Changes:

Due to the fact that LED luminaire technology is changing so quickly and because the Company has very limited knowledge of future costs, the Lamp and Facilities Charges may change significantly in the future. These changes will apply to all lights installed under this schedule.

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SPECIAL TERMS AND CONDITIONS:

1. Notification of Inoperable Lights: For lights where the Company provides routine maintenance, it shall be the responsibility of the Customer to notify the Company of LED lights that are not working. Upon notification, within seventy-two (72) hours, excluding Saturdays, Sundays and holidays, the Company will investigate and take corrective action if such action is the responsibility of the Company. If such Company investigation/corrective action is not taken within seventy-two (72) hours for each such light, the Customer's billing shall be credited an amount equal to the monthly Lamp Charges normally billed for that light. This seventy-two (72) hour guarantee of service is in lieu of the provisions of Schedule 130 which are not available under this schedule. The Company will be excused from providing maintenance service within seventy-two (72) hours in the event of significant adverse events, such as storms, earthquakes, or other events beyond the Company's control including those enumerated in Schedule 80, paragraph 12.a. of this tariff.
2. Hours of service: Service under this schedule is for dusk-to-dawn lighting, or lighting service for the average number of hours of darkness per month (approximately 4,200 hours per year).

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3. Removal, Relocation or Modification of Lighting Facilities: Lighting facilities will be removed, turned off, relocated or modified by the Company only after receipt of a letter signed by the Customer or its assignee who is in authority to order such action. Only the Company may remove, relocate or modify Company owned lighting facilities. Modification includes changes in type of lighting fixture or changes in bracket length or mounting height due to Customer, city, county or state requests or requirements. Relocation includes relocation of supporting poles and conversion of the serving distribution facilities to underground due to Customer, city, county or state request or requirement. In advance of any removal, relocation or modification, the Customer shall pay an amount equal to the estimated cost of such removal, relocation or modification. This estimated charge shall include the cost of removal of facilities that now serve lighting load only. All facilities installed or removed remain the sole property of the Company. The cost of removal, relocation or modification also includes any costs of traffic control or other associated costs. At the time when no Customer is taking service for lights under this schedule, the Company, at its sole option, may remove all facilities used in providing service. Lights that are removed because there is no longer a Customer to accept service will be considered removals requested by the last Customer of record for the purposes of assessing the charges contained in this schedule.
4. Additional Removal Charges: In addition to the charge for the cost of the removal, relocation or modification the following charges apply:
 - a. If a light to be removed has been installed for less than fifteen (15) years, a charge equal to the total original estimated installed cost less (i) any up-front customer contribution toward the cost of salvageable items and (ii) estimated salvage value of the facilities removed.
 - b. If lights to be removed were transferred to Company ownership for nominal compensation, there will be no additional charge upon removal.
5. Future Replacement: Due to the fact that the technology is changing so quickly with LED luminaires, those installed may become obsolete and may no longer be available. In this situation, the Company will try to replace luminaires that fail with a luminaire that is as close as possible to the look and style of the original luminaire.

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6. Other Loads on Lighting System: Where unmetered lighting circuits include provisions for other or additional usage such as electric outlets (festoon outlets) the Company may require that service be metered and billed under the appropriate general service schedule.
7. Billing Information to be Provided by the Company: For each type and wattage of light the Company shall provide the total number of lights billed and the total dollar amount for the month by lamp size and type.
8. Ownership of Facilities: The Company shall own, operate, and maintain all facilities installed under this schedule.
9. Non-Standard Equipment: Non-Standard Equipment ("Non-Standard Equipment") is defined herein as: equipment which is not standard to the Company and not included in the Company's inventory for maintenance. LED luminaires are considered to be Non-Standard Equipment until the Company decides otherwise and modifies this provision indicating such decision. Non-Standard Equipment (including but not limited to poles, arms and luminaires) installed under this Schedule is subject to the following conditions.
 - a. Non-Standard Equipment will not be kept in the Company's inventory for the purpose of maintenance. The Customer may choose to keep an inventory of such Non-Standard Equipment and make it available to the Company. If the Customer inventory is made available to the Company at costs that the Company would otherwise pay for such equipment, the Company will use the Customer inventory and reimburse the Customer for materials used within thirty days after receipt of a bill therefore.
 - b. If Non-Standard Equipment is not available for maintenance from the Customer as described in 9.a. above, and it is necessary to provide temporary lighting service when requested by the Customer in writing, the Customer shall be responsible for all costs the Company incurs for such temporary facilities. Temporary lighting service may be service with a high pressure sodium luminaire if requested in writing by the Customer. The Customer shall reimburse the Company for such costs within thirty (30) days after receipt of a bill therefore. If Non-Standard Equipment is not available for maintenance, the Company will not be obligated to comply with paragraphs 1 and 2 of the Special Terms and Conditions section of this schedule.

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- c. Should the Non-Standard Equipment become unavailable for purchase and require custom fabrication or special ordering, the Facilities Charge shall be adjusted to reflect any increase in cost.

INDEMNIFICATION:

The Customer shall indemnify and hold harmless the Company, its successors and assigns, from and against all claims, actions, liability, cost and expense by reason of injury to or death of persons or damage to property arising or resulting from (a) any interruption of modification of service requested or caused by the Customer; (b) any defects in any Non-Standard Equipment; (c) a failure or inability of the Customer to provide necessary Non-Standard Equipment components in a timely fashion that allows Company to meet its obligations under paragraph 1. of the Special Terms And Conditions of this schedule when so requested by the Company; (d) any lighting replaced with a different type of technology that causes the installation to no longer meet IES Recommended Practices (including, but not limited to replacement of high pressure sodium luminaires with LED luminaires); or (e) any lighting, requested or approved by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.

TREE TRIMMING:

It shall be the responsibility of the Customer to provide tree trimming services in areas that are below the height of luminaires installed under this schedule except when luminaires are installed within the area of energized electrical wires that is restricted to qualified utility workers. The Company shall be responsible for tree trimming within this restricted area.

ADJUSTMENTS:

Rates in this schedule are subject to adjustment by such other schedules in this tariff as may apply. The adjusting schedules that apply to this schedule are the same as those schedules that are applicable to Schedule 24 and the adjustment rates are the same as those applicable to Schedule 24 service.

THIRD PARTY DAMAGE:

If lighting facilities experience malicious and/or recurring damage caused by actions of third parties the Company may remove such facilities or, alternatively, such facilities may remain in place upon payment by the Customer for such damage.

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ADDITIONAL COSTS:

The manner and type of construction, maintenance and outdoor lighting standards are subject to applicable governmental authority or law. Where a Customer or a government body makes a request or requires a change that increases the Company's cost of providing service or maintenance under this Schedule and that increased cost is not reimbursed by an agency of the government or other person or entity, the increased cost shall be paid by the Customer. For example, where a permit is required to be purchased which increases costs for maintenance of street lighting, the cost of the permit plus Company costs and overheads shall be paid by the Customer.

Where the applicable governmental authority or law has the effect of, or results in, the Company not being able to respond within seventy-two (72) hours to a notification of an inoperable light, the Company shall not be responsible to credit the Customer's billing as provided in the "Notification of Inoperable Lights" section above. For example, if the Company has to obtain a permit prior to responding, there shall not be any credit to the Customer's billing.

GENERAL RULES AND PROVISIONS:

Service under this schedule is subject to the General Rules and Provisions contained in this tariff.

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