

SECTION 53  
MUNICIPAL OWNERSHIP OF STREETLIGHTS

53.1 GENERAL DESCRIPTION

- A. As required by Section 2523 of Title 35-A of the Maine Revised Statutes, Central Maine Power Company (the “Company”) will provide municipalities the option to own and maintain light fixtures attached to poles owned by the Company, whether such pole is owned individually by the Company or as a joint owner with another utility.
- B. Municipalities requesting street lighting service may choose among three options to receive such service:
  - 1. The Company will provide all of the components of the street lighting system, including installation on Company poles and maintenance of such lighting system. The Company will deliver electricity to the street lighting system from a power vendor selected by the municipality. For such service (Full Service Lighting), the municipality shall pay the appropriate charges set forth in the Company’s Rate SL (Street Lighting Service) Electric Delivery Rate Schedule; or
  - 2. The Company or qualified contractors of the municipality that are approved in writing by the Company will install and connect on its poles all of the components of the street lighting hardware as selected, purchased and owned by the municipality. Maintenance of all components of light fixtures will be the responsibility of the municipality or its contractor. Specific requirements and charges related to this option are set forth in Section 53.2 below and in provisions related to Delivery-Only Lighting Service in the Company’s Rate SL (Street Lighting Service) Electric Delivery Rate Schedule.
  - 3. The Company or qualified contractors of the municipality that are approved in writing by the Company will connect to its distribution system light fixtures owned and installed by the municipality on Company poles. Maintenance of all components of light fixture and mounting hardware will be the responsibility of the municipality or its contractor. Specific requirements and charges related to this option are set forth in Section 53.3 below and in provisions related to Delivery-Only Lighting Service in the Company’s Rate SL (Street Lighting Service) Electric Delivery Rate Schedule.
- C. Unless otherwise agreed to by the municipality and the Company, nothing set forth in these Terms and Conditions shall disrupt or in any way modify any arrangements between a municipality and the Company that pre-dates the effective date of these Terms and Conditions.

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53.1 GENERAL DESCRIPTION (Continued)

- D. To the extent that qualified contractors of a municipality are authorized to make connections to the Company's secondary distribution system, such authorization is limited to making connections only on the pole on which a light fixture owned by the municipality is located. Municipal contractors may not make additions to the Company's secondary distribution system, such as running conductors from pole-to-pole.

53.2 MUNICIPAL OWNERSHIP AND MAINTENANCE – COMPANY INSTALLATION

- A. The Municipality will provide, own and maintain the street lighting bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware and controls for each lighting unit. Dedicated street lighting conductors will be owned and maintained by the Company.
- B. All street light fixtures provided by the Customer for installation on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system. The Company may refuse to allow the placement of any streetlight fixture which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system.
- C. All components of a street lighting unit, including the bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware and controls, shall be of a modern type approved roadway lighting for normal use by the Company. Once a specific fixture type has been approved by the Company as acceptable equipment, additional use of that fixture type as a replacement in a location where a street light currently exists will not require additional approval by the Company, provided that the replacement light has a similar or lesser weight and wind profile as the light being replaced.
- D. The Company will apply charges for connection, fusing, and installation as set forth in Section 53.7 below.
- E. For each street light fixture owned by a municipality and located on utility-owned poles, the municipality shall take Delivery Service for such fixture in accordance with the Company's Rate SL Electric Delivery Rate Schedule.
- F. A municipality shall make any request to the Company for the installation, removal, and relocation of street light fixtures in writing on an approved form for acceptance by the Company. By its approval or acceptance of any street light installation, the Company does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of said installation.

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53.2 MUNICIPAL OWNERSHIP AND MAINTENANCE – COMPANY INSTALLATION (Continued)

- G. Once a municipality has executed a Customer Owned Street Lighting Agreement with the Company, the municipality has no obligation to provide notice to the Company prior to undertaking “routine maintenance,” as such term may be defined in the Customer Owned Street Lighting Agreement.

53.3 MUNICIPAL OWNERSHIP, INSTALLATION AND MAINTENANCE

- A. The municipality will provide, own, install and maintain the street lighting bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware and controls for each lighting unit. Dedicated street lighting conductors will be owned and maintained by the Company.
- B. All street light fixtures provided by the Customer for installation on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system. The Company may refuse to allow the placement of any streetlight fixture which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system.
- C. All components of a street lighting unit, including the bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware and controls, shall be of a modern type approved roadway lighting for normal use by the Company. Once a specific fixture type has been approved by the Company as acceptable equipment, additional use of that fixture type as a replacement in a location where a street light currently exists will not require additional approval by the Company, provided that the replacement light has a similar or lesser weight and wind profile as the light being replaced.
- D. Once a municipality has executed a Customer Owned Street Lighting Agreement with the Company, the municipality has no obligation to provide notice to the Company prior to undertaking “routine maintenance,” as such term may be defined in the Customer Owned Street Lighting Agreement.
- E. Unless such work is performed by a qualified contractor of the municipality that is approved in writing by the Company, the Company will apply charges for disconnection, connection and fusing as set forth in Section 53.7 below. If such disconnection, connection or fusing is performed by an approved contractor of the municipality, charges for all such work shall be between the municipality and the approved contractor and no charges related to such work, except for applicable project management charges, shall be assessed by the Company.
- F. For each street light fixture owned by a municipality and located on utility-owned poles, the municipality shall take Delivery-Only Service for such fixture in accordance with the Company's Rate SL Electric Delivery Rate Schedule.

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53.3 MUNICIPAL OWNERSHIP, INSTALLATION AND MAINTENANCE (Continued)

- G. Prior to the installation, removal, and relocation of any street light fixture, a municipality shall notify the Company in writing on a form approved by the Company. By its approval or acceptance of any street light installation, the Company does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of said installation.

53.4 MAINTENANCE REQUIREMENTS FOR MUNICIPALITIES

- A. Any contractor or municipal employee utilized by a municipality to perform street light maintenance work on Company poles shall be properly trained, certified (i.e., licensed) and insured prior to performing such work. Such work shall be performed in accordance with all applicable federal, state, and local laws, regulations, safety codes, ordinances and Company safety requirements. In particular, provided that it is a practice required of the Company's own employees and contractors, a municipality or its contractor may not install a fixture head or cut-in fuse unless the Company, or a contractor of the municipality approved in writing by the Company, has first disconnected electric power to the applicable light fixture. Upon installation of a cut-in fuse for the fixture, the Company will not need to disconnect electric power to the applicable light fixture in order for the municipality or its contractor to perform routine maintenance. Prior to the commencement of any work on Company poles, the municipality shall provide written certification of contractor and employee qualifications to the Company.
- B. Minimum qualifications for working on street lights are:
1. Must hold a current Maine electrician's license
  2. Working appropriately under license (Master electrician, or Journeyman working for a Master electrician)
  3. Meet OSHA (1910.269) standards
  4. Have training re Maine High Voltage Safety Act (OSHA 1910.269)
  5. Trained and certified under NFPA 70E

Any contractor working on behalf of a municipality must possess the same safety qualifications that the municipality requires of its own employees working in roadways.

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53.4 MAINTENANCE REQUIREMENTS FOR MUNICIPALITIES (Continued)

- C. The installation, maintenance, and removal of connections to the Company's secondary distribution system is restricted to authorized Company personnel and contractors of the municipality that have been specifically approved by the Company to perform such work. Work involving only replacing a photo cell or light bulb does not require inline fusing and does not require disconnection prior to the municipality or its contractor performing such work. A municipality does not need to notify the Company prior to replacing a photo cell or light bulb.
- D. All existing fixtures must be fused within ten (10) years of the date that the municipality acquires them from the company. All new fixtures must be fused when installed. Any existing municipal owned street lights, or street lights acquired from the Company, will be set to operate in the "Fail Off" mode which can be phased in over the same ten (10) year period. All new fixtures will be installed to operate in the "Fail Off" mode.
- E. The municipality will repair or replace inoperative lighting controls for the lights owned by said municipality within sixty (60) days of failure. The Company will bill standard attachment fees for any de-energized fixtures and/or associated equipment left attached to the Company's poles for longer than sixty (60) days that is not being billed and paid for under the Company's Rate SL Electric Delivery Rate Schedule. This provision will not apply in the event that the Company is performing maintenance on behalf of the municipality and is the cause of the delay in repairing or replacing inoperative lighting equipment.
- F. A municipality may request, and the Company may agree at its sole option, that the Company provide maintenance service for street lights owned by a municipality. Pricing for such maintenance service will be as set forth in Section 53.7 below.
- G. As a condition of installing any lighting equipment on Company poles or performing any street light maintenance on Company poles, the municipality shall at all times maintain in place \$1 million of liability insurance with the utility named as an additional insured. Municipalities shall indemnify the Company for any costs, losses, or damages that result from a municipal contractor or employee performing work on any Company pole. A municipality is not required to indemnify the Company for any costs, losses, or damages resulting from work performed by the Company, even if the Company is performing maintenance on behalf of the municipality.

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Effective Date: December 7, 2018

Eric N. Stinneford

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53.5.1 MUNICIPAL PURCHASE OPTION

- A. A municipality may purchase street lighting equipment from the Company all at one time or over a period not to exceed three years. If the municipality elects to phase-in the purchase of the Company's street lights over multiple years, the municipality must purchase all street lights billed to the municipality's account(s) within three years from the date of the first purchase. All purchase phases shall consist of specified street lighting components within a specifically defined geographic area of the municipality, as mutually agreed to by the Company and the municipality. On a case-by-case basis, a municipality may request ownership of only a portion of the street lights in such municipality, with disputes regarding such partial ownership requested to be presented to the Commission for resolution in accordance with Section 53.8 below.
- B. The price for any such purchase shall be based on net book value, including associated income tax impacts.

53.6 MISCELLANEOUS REQUIREMENTS

- A. All street lighting equipment owned by a municipality shall bear an ownership identification marking or label which is readily visible from the ground during daylight hours. All street lighting equipment purchased from the Company pursuant to Section 53.5 shall be so identified at the expense of the municipality no later than six (6) months from the time of purchase. In addition, street lighting equipment shall have lamp fixture identification in accordance with the latest NEMA or ANSI Standard for High Intensity Discharge Lamps and Luminaires (ANSI Publication C 136.15 - 1980 and subsequent revisions). The ownership identification marking or label requirements set forth in this subsection of these Terms and Conditions shall not apply in the circumstance in which a municipality has purchased all street lighting equipment in the municipality from the Company all at one time.

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53.6 MISCELLANEOUS REQUIREMENTS (Continued)

- B. Prior to owning, installing or maintaining any street lights located on Company poles, a municipality shall be required to execute a Customer Owned Street Lighting Agreement with the Company. The Customer Owned Street Lighting Agreement may require, among other things:
1. Street Lighting Equipment Definition
  2. Ownership
  3. Maintenance of Street Lighting Equipment
  4. Connection and Disconnection
  5. Installation, Removal, Replacement, Relocation, and Transfer
  6. Billing
  7. Payment Schedule
  8. Insurance Requirements
  9. Indemnification
  10. Exhibit showing description and location of street lights
- C. The municipality shall notify the Company thirty (30) days in advance of making any changes to its street lighting inventory. Street lighting equipment shall at all times contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit by the Company to confirm same. The Company will not charge the municipality for the cost of these periodic audits. However, if the Company finds lamps which are in addition to or different from those reported by the municipality, the Company may conduct a full audit to determine the extent of the violations. The Company shall bill the municipality for the reasonable cost of the full audit. Prior to conducting a full audit, the Company will consult with the affected municipality and will work with the municipality to coordinate such an audit.
- D. All work performed by the Company at the expense of the municipality shall be billed to the municipality monthly, with reasonable itemization, at the Company's then current rates for such work. All such bills shall be payable when rendered; bills paid more than 30 days after billing shall bear interest at the rate of 1 percent per month from the date of billing.
- E. When the Company needs to replace or repair existing poles/wire configurations as a result of vehicle-pole accidents, road changes requiring pole relocation, routine maintenance / replacement of poles, or for any other reason, the Company will notify the municipality. The municipality or their contractor must remove, relocate, and reinstall municipal-owned street lighting fixtures and/or equipment at their expense. The Company shall bill the municipality for any cost incurred by the Company to remove, relocate or reinstall municipal-owned street lighting fixtures or equipment.

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53.7 CHARGES FOR STREETLIGHTING SERVICES

Charge Type per Job	Without Flaggers	With Flaggers
<u>First Streetlight</u>		
Connection Only	\$ 99.76	\$ 134.56
Connection and Fusing	\$ 112.38	\$ 152.98
Connection and Installation	\$ 137.61	\$ 189.81
Connection and Installation Including Installation of Mast Arm	\$ 150.23	\$ 208.23
Connection and Installation Including Installation and Assembly of Mast Arm	\$ 169.16	\$ 235.86
Connection, Fusing, and Installation	\$ 150.23	\$ 208.23
Connection, Fusing, and Installation Including Installation of Mast Arm	\$ 162.85	\$ 226.65
Connection, Fusing, and Installation Including Installation and Assembly of Mast Arm	\$ 181.78	\$ 254.28

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53.7 CHARGES FOR STREETLIGHTING SERVICES (Continued)

Charge Type per Job	Without Flaggers	With Flaggers
Disconnection	\$ 99.76	\$ 134.56
Maintenance <sup>1</sup>	\$ 80.84	\$ 106.94
Project Management	\$ 56.31 per hour	\$ 56.31 per hour
Limited Protective Cover	No Charge	No Charge
First Streetlight if Company is Onsite Removing Lights Older Than 15 Years		
Connection Only	\$ 61.91	\$ 79.31
Connection and Fusing	\$ 74.53	\$ 97.73
Connection and Installation	\$ 99.76	\$ 134.56
Connection and Installation Including Installation of Mast Arm	\$ 112.38	\$ 152.98
Connection and Installation Including Installation and Assembly of Mast Arm	\$ 131.31	\$ 180.61
Connection, Fusing, and Installation	\$ 112.38	\$ 152.98
Connection, Fusing, and Installation Including Installation of Mast Arm	\$ 124.99	\$ 171.39
Connection, Fusing, and Installation Including Installation and Assembly of Mast Arm	\$ 143.92	\$ 199.02
Disconnection	No Charge	No Charge
Maintenance <sup>1</sup>	\$ 80.84	\$ 106.94
Project Management	\$ 56.31 per hour	\$ 56.31 per hour
Limited Protective Cover	No Charge	No Charge
<u>Each Additional Streetlight</u>		
Connection Only	\$ 37.85	\$ 55.25
Connection and Fusing	\$ 50.47	\$ 73.67
Connection and Installation	\$ 75.70	\$ 110.50

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53.7 CHARGES FOR STREETLIGHTING SERVICES (Continued)

Charge Type per Job	Without Flaggers	With Flaggers
Connection and Installation Including Installation of Mast Arm	\$ 88.32	\$ 128.92
Connection and Installation Including Installation and Assembly of Mast Arm	\$ 107.25	\$ 156.55
Connection, Fusing, and Installation	\$ 88.32	\$ 128.92
Connection, Fusing, and Installation Including Installation of Mast Arm	\$ 100.93	\$ 147.33
Connection, Fusing, and Installation Including Installation and Assembly of Mast Arm	\$ 119.86	\$ 174.96
Disconnection	\$ 37.85	\$ 55.25
Maintenance <sup>1</sup>	\$ 18.93	\$ 27.63
Project Management	\$ 56.31 per hour	\$ 56.31 per hour
Limited Protective Cover	No Charge	No Charge

<sup>1</sup>Maintenance charges are per fixture as service is needed. The Company will coordinate maintenance jobs with the municipality to minimize the number of trips to the extent reasonably possible.

A job is defined as work that can be completed in one business day in a contiguous area of the municipality. If streetlighting job spans more than one business day, the Company will apply both first and additional charges for streetlighting job completed on each subsequent day.

Other charges may apply should the municipality impose additional requirements on any work performed by the Company, to the extent that such requirements impose additional costs on the Company.

Effective Date: May 15, 2018

Eric N. Stinneford

Docket No. 2018-00096

Vice President–Controller and Treasurer

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53.8 RESOLUTION OF DISPUTES

Any disputes regarding the rights or obligations of the Company or a municipality under these Terms and Conditions shall be referred to the Maine Public Utilities Commission for resolution. Neither the Company nor a municipality may petition the Maine Public Utilities Commission to initiate such dispute resolution procedures unless the parties have first attempted in good faith to resolve the dispute.

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Effective Date: May 15, 2018

Eric N. Stinneford

Docket No. 2018-00096

Vice President–Controller and Treasurer