

**Kalamazoo Customer Service Center**

2500 East Cork Street, Kalamazoo, MI 49001 • (800) 477-5050 • Facsimile (269) 337-2321

March 1, 2013

Frank Peterson  
City of Springfield  
601 Avenue A  
Springfield, MI 49037-7774

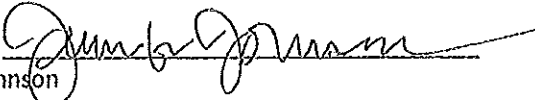
Attn: Frank Peterson

Consumers Energy has conducted a survey of street lights in City of Springfield. The outcome of the survey recognized a discrepancy in the current street light billing and the actual quantity in the field. The discrepancy of company owned street lights billed under the General Unmetered Lighting (GUL) rate are as follows.

Type of Light	Watts	Existing Bill	New Bill	Difference	Outdoor Lighting		Total
					Add/In	Remove/Out	
Mercury Vapor	175	55	0	-55	0	0	-55
Mercury Vapor	250	65	0	-65	0	0	-65
Mercury Vapor	400	81	0	-81	0	0	-81
Mercury Vapor	700	15	0	-15	0	0	-15
Incandecant	405	5	0	-5	0	0	-5
High Pressure Sodium	100	144	235	91	0	0	91
High Pressure Sodium	150	72	123	51	0	0	51
High Pressure Sodium	250	56	128	72	0	0	72
High Pressure Sodium	400	13	15	2	0	0	2

The billing of General Unmetered Lighting street lights in City of Springfield will reflect the above changes. The financial impact of an overbilling allowed by the Michigan Public Service Commission is a refund up to three years with 7% interest. Consumers Energy will provide the refund as a credit to the street light bill for City of Springfield.

Estimated Future Streetlight Bill: \$7,618.67

Approved By:   
Jennifer R. Johnson  
Business and Operations Support Manager  
Consumers Energy

**STANDARD LIGHTING CONTRACT  
(COMPANY-OWNED)  
PART I**

Effective Date of Agreement: August 1, 2012  
(Month/Day/Year)

Company:  
**CONSUMERS ENERGY COMPANY**

Customer:  
Springfield  
 City  Village  Township

a Michigan Corporation  
ONE ENERGY PLAZA  
JACKSON MI 49201-2276

a Michigan Municipal Corporation  
Calhoun  
(County)  
49037  
(Zip Code)

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge as identified in Exhibit A.  
 General Unmetered Experimental Lighting Rate GU-XL as identified in Exhibit B.

Initial Term: 1 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 COMPANY

By: [Signature]  
(Signature)

Linda Marklin  
(Print or Type Name)

Title: Team Leader

City of Springfield  
(Customer)

By: [Signature]  
(Signature)

Frank Peterson  
(Print or Type Name)

Title\*: City Manager

Attest: [Signature]  
(Clerk\*)

\*See Resolution dated November 19, 2012

**STANDARD LIGHTING CONTRACT  
TERMS AND CONDITIONS  
PART II**

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 Exhibit C.
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 therefore 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 (Exhibit C), 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 for any reason, 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



November 19, 2012

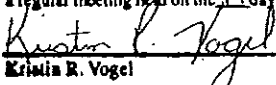
**RESOLUTION**

No. 42-12

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service with the City of Springfield for a period of 1 year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this Council.

BE IT FUTHER RESOLVED, that the City Manager and the Clerk be and are authorized and directed to execute such contract on behalf of the City.

I, Kristin R. Vogel Clerk of the City of Springfield, hereby certify the above and foregoing is true and correct copy of a resolution adopted by the City Council at a regular meeting held on the 19 day of Nov, 2012.

  
\_\_\_\_\_  
Kristin R. Vogel

MOVED: Council Member Hollingsworth

SECONDED: Council Member Eib

**All ayes. Resolution adopted.**





**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED)**

Consumers Energy Company is authorized as of \_\_\_\_\_, by the \_\_\_\_\_ of \_\_\_\_\_, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the \_\_\_\_\_ of \_\_\_\_\_, dated \_\_\_\_\_.

- \_\_\_ General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge as identified in Exhibit A.
- \_\_\_ General Unmetered Experimental Lighting Rate GU-XL as identified in Exhibit B.

Notification Number \_\_\_\_\_

Construction Work Order Number \_\_\_\_\_

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated \_\_\_\_\_, shall remain in full force and effect.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_

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.



