

NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3

Availability:

To all customers contracting for non standard lighting service by means of Company-owned and maintained non-standard street lighting and related facilities. The availability of Option B – facilities charge is limited to customers who have paid, in full, the estimated installed cost of lighting and related facilities.

Character of Service: Alternating current, 60 hertz, single-phase at 120/240 volts.

Rate:

Facilities Charge:

- Option A: Monthly facilities charge of one point nine percent (1.9%) of the estimated installed cost of the lighting and related facilities.
- Option B: One time charge equal to the estimated installed cost of the lighting and related facilities, paid prior to installation of facilities, and monthly facilities charge of one-half of one percent (0.5%) of the estimated installed cost of the lighting and related facilities.

Monthly Charge per Non-Standard Lighting Unit:

Option A and B:	<u>Lamp Size</u>	<u>Amount</u>
	50 watt	\$1.73
	70 watt	\$2.55
	100 watt	\$3.94
	150 watt	\$5.59
	175 watt	\$6.34
	200 watt	\$7.41
	250 watt	\$9.21
	400 watt	\$14.24
	1000 watt	\$33.15

Energy Optimization Surcharge: Subject to the Energy Optimization Surcharge shown on Sheet No. D-5.01.

Subject to power supply cost recovery factor. See Sheet No. D-3.00.

Late Payment Charge: A 1.5% per month late payment charge will be applied to outstanding charges past due.

Conditions of Delivery:

1. The Company will furnish, install, own and operate a complete non standard lighting unit and will supply all electric energy and normal maintenance for the operation of the unit. A lighting unit may consist of a pole and/or luminaire with a bracket, lamp and control device wired for operation. The unit may be fed overhead or underground. Where additional primary and/or secondary facilities are required, the customer shall pay the full cost of installation.
2. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.
3. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise, providing dusk-to-dawn operation of approximately 4,200 hours per year. Part-night, temporary or seasonal service is not available under this rate.

(Continued on Sheet No. D-40.00)

Issued *February 2, 2010*
R.A. Draba
Vice-President,
Milwaukee, Wisconsin

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after *February 2, 2010*

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NON-STANDARD STREET AND AREA LIGHTING, COMPANY-OWNED RATE Ms3
(Continued From Sheet No. D-39.00)

Conditions of Delivery (Contd):

4. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaires during regular daytime work hours within 72 hours after notification by the customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps are out of service.
5. The Company will, at customer's expense, modify, replace, relocate or change the position of any properly operating Company-owned poles or fixtures contracted for under this rate as requested in writing by the customer. Replacement of lighting units and their major components after 20 years of service is at the discretion of the Company. Replacement may require a new lighting contract/agreement between the Company and customer.
6. The lighting agreement shall become effective on the date service is connected, and shall continue in force until terminated upon 30 days' prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.
7. If a customer served under Option A terminates service or requests the removal of any Company-owned non standard lighting facilities, it shall reimburse the Company for the unamortized balance of the estimated installed cost of facilities plus removal costs, less estimated salvage, of the facilities removed because of such termination or request for removal.
8. If a customer served under Option B terminates service or requests the removal of any Company-owned non standard lighting facilities, it shall reimburse the Company for the removal costs less estimated salvage, if greater than zero, of the facilities removed because of such termination or request for removal.
9. 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 or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminated Engineering Society (IES) Recommended Practices.
10. The Company will indemnify and hold harmless the Customer from and against all claims, actions, liability, cost and expense by reason of injury to or death of persons or damages to property arising or resulting from the construction alteration, maintenance, operation or presence of its facilities installed (except as provided in paragraph above), but such indemnity shall not be construed as conferring any right in favor of a third party and shall not include claims or actions arising from the character, quantity or continuity of lighting service furnished.
11. Subject to Company approval, the Company will allow municipal Customers to make temporary attachments of Christmas lighting and / or decorations on Company-owned light poles. The Customer must execute an annual agreement for such attachments and must meet all conditions thereof. Estimated energy consumption will be billed under the current Cg1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.
12. Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available to the customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.
13. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the customer shall reimburse the Company for all associated costs.

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R.A. Draba
Vice-President,
Milwaukee, Wisconsin

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