

WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revision 7 Sheet 151

Effective In All Areas Served In Wisconsin

Amendment No. 729

Rate Schedule Ms 3

STANDARD SODIUM AND METAL HALIDE STREET LIGHTING SERVICE

AVAILABILITY

To municipalities and other governmental units contracting for standard high-pressure sodium or metal halide lighting service for illumination of public roadways and alleys by means of Company-owned street lighting facilities.

RATE

Monthly Charge per Lighting Unit

| <u>Lamp Size</u> | <u>Sodium</u> | <u>Metal Halide</u> | |
|------------------|---------------|---------------------|---|
| 50 watt | \$10.08 | * | R |
| 70 watt | 11.49 | * | R |
| 100 watt | 13.26 | * | R |
| 150 watt | 15.28 | * | R |
| 175 watt | * | 24.79 | R |
| 200 watt | 17.90 | * | R |
| 250 watt | 20.19 | 25.68 | R |
| 400 watt | 26.53 | 29.15 | R |

Point Beach Sale Credit

See Sheet No. 20.2

Adjustment for Cost of Fuel

See Sheets Nos. 19 and 20.

Transmission Adjustment

Reserved for future use.

R

(Continued to Sheet No. 152)

Issued: 12-18-09

Effective: For service furnished on and after 1-1-10

PSCW Authorization: Docket No. 05-UR-104 Order dated 12-18-09

WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revision 0 Sheet 152

Amendment No. 652

Effective In All Areas Served In Wisconsin

Rate Schedule Ms 3

STANDARD SODIUM AND METAL HALIDE STREET LIGHTING SERVICE

(Continued from Sheet No. 151)

Late Payment Charge

A one percent (1%) per month late payment charge will be applied to outstanding charges past due.

CONDITIONS OF DELIVERY

See Sheet Nos. 153 and 154.

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WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revision 3 Sheet 153

Effective In All Areas Served In Wisconsin

Amendment No. 729

Rate Schedule Ms 3

STANDARD SODIUM AND METAL HALIDE STREET LIGHTING SERVICE

CONDITIONS OF DELIVERY

- (1) The Company will furnish, install, own and operate a standard high pressure sodium or metal halide lighting unit, and will supply all electric energy and normal maintenance for the operation of the unit. The standard street lighting unit shall consist of a cobra head fixture on an arm mounted on an existing Company-owned wood pole, with a control device wired for operation. This rate requires use of existing Company-owned wood poles and available overhead 120-volt service. Where additional primary and/or secondary facilities are required, the Customer shall pay the full cost of installation less the appropriate embedded credit.
- (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 4200 hours per year. Non-standard, part-night, temporary or seasonal service is not available under this rate.
- (4) The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaries 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. R
- (5) 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.
- (6) The Company will, at Customer's expense, modify, replace, transfer, relocate or temporarily remove and reinstall any properly operating poles or fixtures contracted for under this rate as requested in writing by the Customer or as required by a governing authority. R
- (7) The lighting agreement 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.

(Continued to Sheet No. 154)

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(Continued from Sheet No. 153)

CONDITIONS OF DELIVERY

- (8) If the Customer or a governing authority terminates service or requests the permanent removal of any Company-owned street lighting facilities within 60 months of installation, the Customer shall pay the lesser of the estimated labor charges for installation and removal of the equipment, or the remaining balance of monthly fees to satisfy the 60 month period. Permanent removal of pole mounted street lighting facilities more than 60 months after installation shall be at no cost to the Customer. **R**

- (9) 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 consumptions will be billed under the current CG1 Energy rate. Time and material charges for installation, removal or associated maintenance may also apply. **R**

- (10) 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.

- (11) Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or 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 Illuminating Engineering Society (IES) Recommended Practices.

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