

WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revision 2 Sheet 155

Effective In All Areas Served In Wisconsin

Amendment No. 729

Rate Schedule Ms 4

NON-STANDARD STREET AND AREA LIGHTING SERVICE

AVAILABILITY

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

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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 facilities.

(Continued to Sheet No. 156)

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 7 Sheet 156

Effective In All Areas Served In Wisconsin

Amendment No. 738

Rate Schedule Ms 4

NON-STANDARD STREET AND AREA LIGHTING SERVICE

(Continued from Sheet No. 155)

Monthly Charge per Non-standard Lighting Unit

Option A and B

<u>Lamp Size</u>	<u>Amount</u>
50 watt	\$ 2.11
70 watt	3.12
100 watt	4.83
150 watt	6.84
175 watt	7.75
200 watt	9.06
250 watt	11.27
400 watt	17.41
†1000 watt	40.55

† This rate closed to new installations.

Adjustment for Cost of Fuel

See sheet Nos. 19 and 20.

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. 157 and 158.

Issued: 12-16-10

Effective: For service furnished on and after 1-1-11

PSCW Authorization: Letter dated 12-14-10

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WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revision 2 Sheet 157

Effective In All Areas Served In Wisconsin

Amendment No. 729

Rate Schedule Ms 4

NON-STANDARD STREET AND AREA LIGHTING SERVICE

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. R

- (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 approximately 4,200 hours per year. 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 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. R

- (5) The Company will, at Customer's expense, modify, replace, relocate, change the position or temporarily remove and reinstall any properly operating Company-owned poles or fixtures contracted for under this rate as requested in writing by the Customer or as required by a governing authority. Replacement of lighting units and their major components after 20 years of service is at the discretion of the Company and may require a new lighting contract/agreement between the Company and Customer. R

- (6) 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.

- (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. 158)

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

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(Continued from Sheet No. 157)

CONDITIONS OF DELIVERY

- (8) If a Customer served under Option A, or a governing authority, terminates service or requests the removal of any Company-owned non-standard lighting facilities, the Customer shall reimburse the Company for the unamortized balance of the estimated installed cost of facilities plus removal costs, less estimated net salvage, of the facilities removed because of such termination or request for removal. **R**

- (9) If a Customer served under Option B, or a governing authority, terminates service or requests the removal of any Company-owned non-standard lighting facilities, the Customer shall reimburse the Company for the removal costs less estimated net salvage, if greater than zero, of the facilities removed because of such termination or request for removal. **R**

- (10) 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.

- (11) Subject to Company approval, the Company will allow municipal Customers to make attachments of temporary 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 for 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. **R**

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