

**OUTDOOR LIGHTING
 EQUIPMENT AND MAINTENANCE SERVICE
 SCHEDULE EM**

AVAILABILITY

Available for roadway and other outdoor lighting where energy is supplied by Customer's metered service and contracted for by a Customer for lighting accessible areas.

MONTHLY RATE

OVERHEAD SERVICE

	<u>Installation on Existing Pole</u>
Mercury Vapor-Horizontal Luminaire (Cobra Head)	
8,150 Lumen - 175 watt	\$ 5.44 net each
High Pressure Sodium-Horizontal Luminaire (Cobra Head)	
9,500 Lumen - 100 watt	\$ 5.73 net each
22,000 Lumen - 200 watt	\$ 6.56 net each
50,000 Lumen - 400 watt	\$ 7.80 net each
Metal Halide - Horizontal Luminaire (Cobra Head)	
36,000 Lumen - 400 watt	\$ 8.97 net each
90,000 Lumen - 1000 watt	\$14.01 net each
High Pressure Sodium Floodlight	
22,000 Lumen - 200 watt	\$ 6.56 net each
50,000 Lumen - 400 watt	\$ 7.80 net each
Metal Halide Floodlight	
36,000 Lumen - 400 watt	\$ 8.97 net each
90,000 Lumen - 1000 watt	\$14.01 net each

UNDERGROUND SERVICE

Metal Halide - Colonial Post Top Luminaire 14' Mounting Height

(l) 11,600 Lumen - 175 watt \$12.52 net each

High Pressure Sodium - Horizontal Luminaire (Cobra Head) 30' Mounting Height

	<u>Single Luminaire Per Pole</u>	<u>Each Additional Luminaire Per Pole</u>
9,500 Lumen - 100 watt	\$19.53 net each	\$ 5.73 net each
22,000 Lumen - 200 watt	\$20.36 net each	\$ 6.56 net each
50,000 Lumen - 400 watt	\$21.60 net each	\$ 7.80 net each

(l) Denotes Increase

Issued by Authority of an Order
 of the Public Service Commission of West Virginia
 in Case Nos. 06-0960-E-42T and 06-1426-E-D, dated December 12, 2008

Issued: December 22, 2008

Issued by
 D. W. McDonald
 Vice President

Effective: December 15, 2008

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(Continued)

Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height

	Single Luminaire Per Pole	Each Additional Luminaire Per Pole
(I) 36,500 Lumen - 400 watt	\$22.77 net each	\$ 8.97 net each
90,000 Lumen - 1,000 watt	\$27.81 net each	\$14.01 net each

High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height

	Single Luminaire Per Pole	Each Additional Luminaire Per Pole
	<u>With base¹</u>	<u>No base</u>
(I) 9,500 Lumen - 100 watt	\$26.20 net each	\$20.05
(I) 22,000 Lumen - 200 watt	\$26.55 net each	\$20.39
(I) 50,000 Lumen - 400 watt	\$26.59 net each	\$20.43

Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height

	<u>With base¹</u>	<u>No base</u>	Each Additional Luminaire Per Pole
(I) 36,000 Lumen - 400 watt	\$28.57 net each	\$22.41	\$12.14 net each

Metal Halide - Rectangular Area Luminaire (Shoe Box) 40' Mounting Height

(I) 90,000 Lumen - 1000 watt	\$31.78 net each	\$17.63 net each
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Note: The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating.

LOCAL TAX ADJUSTMENT

Within municipalities or political subdivisions which impose taxes based upon the amount of electric service sold or revenues received by the Company, as specified in Rule No. 18 "Rules and Regulations for Electric Service," there shall be added to the total bill a surcharge equal to the percentage shown on Sheet No. 5A.

TERMS OF PAYMENT

Bills are due and payable on presentation. A late payment charge of 2% will be added to each bill not paid in full within twenty (20) days from the date mailed.

TERMS

Short Term

Short Term Service having an initial term of thirty (30) days is available if the Customer makes an initial payment of the cost of installation, and removal of the luminaire and bracket in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable, with interest, if the lighting system remains in service for five years. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than thirty (30) days prior written notice of cancellation.

¹With base includes the installation of a non-concrete power installed foundation where soil conditions warrant its application.

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(Continued)

Long Term

Long Term Service having an initial term of ten (10) years is available and monthly rate as set forth in this schedule shall be reduced by fifty cents per lamp. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than ninety (90) days prior written notice of cancellation. Municipal lighting service is typically provided under long term agreement for initial and supplemental installation.

CONDITIONS

STANDARD SYSTEMS

Overhead Service

Facilities shall consist of:

1. Standard overhead, horizontal luminaire (cobra head) and photoelectric control mounted on a luminaire bracket.
2. Standard vertical open lens luminaire ("OL") and photoelectric control mounted on a luminaire bracket.
3. Standard floodlighting luminaire with photoelectric control and an adjustable mounting bracket.

Luminaire is mounted on an existing Company-owned or approved pole.

Underground Service

Facilities shall consist of:

1. Standard colonial post top luminaire, a photoelectric control and a direct buried fiberglass pole approximately 14 feet in height.
2. Standard overhead, horizontal roadway luminaire (cobra head), a photoelectric control and a direct buried fiberglass pole approximately 30 feet in height.
3. Standard rectangular enclosed luminaire, a photoelectric control and a square steel pole approximately 30 feet in height mounted on a non-concrete power installed foundation.
4. Standard rectangular enclosed area (galleria) luminaire, a photoelectric control and a square steel pole approximately 40 feet in height. The base foundation is normally provided by the Customer.

When required, the Customer is responsible for the costs associated with furnishing and installing any concrete bases for poles.

Underground service will be installed where service is supplied from an existing underground distribution system. Where the point of connection for secondary service to the luminaire is not located within three feet of the pole, Customer shall pay the Company's installed cost and be responsible for the Company's maintenance cost of any extra facilities required to provide underground secondary service.

The Customer shall pay for or, at the option of the Company, provide any conduit, excavating, backfilling, reconstructing and resurfacing necessary for the installation and maintenance of the underground cable.

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Michael P. Morrell
Vice President

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**OUTDOOR LIGHTING
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SCHEDULE EM**

(Continued)

General

All costs described in this schedule are actual costs or, where applicable, estimates based on standard engineering practice.

The installed cost, of any facilities required to extend service and the cost of rearranging facilities necessary to serve luminaires or to obtain required mounting height is paid by Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

All Customer charges are subject to any applicable local, state and federal taxes.

Company shall not be liable for damages to the Customer for any failure in any lighting system which results from any cause beyond the Company's control.

Company Responsibilities

Company will, at its own cost, install, and maintain its standard outdoor lighting equipment. Energy is supplied by Customer's metered service.

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer.

Company shall furnish luminaires at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any luminaire in the same Rate Schedule upon written order of Customer.

Company shall change the location of any luminaire furnished under Agreement, upon written order of Customer if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one luminaire during term Agreement is in effect.

Customer Responsibilities

Customer shall provide to Company free of cost and with free access, a satisfactory right-of-way and location for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for luminaires to be located on public thoroughfares.

Customer shall be responsible for reporting non-operating lighting systems to the Company.

Municipal Installations

Municipal Customer shall furnish Company a certified map, showing the location and size of each luminaire included in the initial installation provided for in the agreement. Company shall install said luminaire as designated. Upon prior arrangement, Company will prepare a map for customers approval for an additional cost.

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(Continued)

SPECIAL SYSTEMS

General

Company will provide non-standard underground, ornamental and other special lighting systems when the additional installed cost in excess of the estimated cost of a standard lighting system for the same application is paid by Customer. In this case, Customer shall pay the standard service rate. Company shall take title to the special system and shall operate and maintain the facilities. Customer shall be responsible for all damages to or loss of special lighting system unless due to the negligence of the Company.

The additional installed cost of a special lighting system in excess of the estimated cost of a standard lighting system is paid by Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the special lighting system or any of its component parts. The operating lifetime of the special lighting system shall not be less than twenty (20) years from the date of installation. Upon the determination of the Company that the operating lifetime of the special lighting system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the special lighting system or its applicable component part. Customer shall give written notice of such election to the Company.

In the event Customer elects to replace the special lighting system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost of the existing system. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard luminaires and brackets which would have been required had the system been the Company's standard lighting system.

If the Customer elects to de-energize the special lighting system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the special lighting system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

Company Responsibilities

At the termination, for any reason, of the useful life of the special lighting system or designated components of the special lighting system, a new system or component shall be installed under similar Agreement conditions.

Company shall change the location of any special lighting system upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

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(Concluded)**

Customer Responsibilities

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the special lighting system or any of its component parts.

Customer shall reimburse the Company for total costs, less cost of standard luminaire and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the lighting system or any component part thereof, excluding luminaire and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

CONTRACT

Company standard form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

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