

**OUTDOOR LIGHTING  
 MAINTENANCE AND UNMETERED SERVICE  
 SCHEDULE MU**

AVAILABILITY

Available for high pressure sodium, mercury vapor, metal halide and incandescent lighting.

MONTHLY RATE

	Installed On Customer-Owned	Installed On Company's Distribution System
<u>High Pressure Sodium Vapor</u>		
	<u>Pole</u>	
9,500 Lumen - 100 Watt .....51 kWh .....	\$ 5.52 net each .....	\$ 6.57 net each
22,000 Lumen - 200 Watt .....86 kWh .....	\$ 7.85 net each .....	\$ 8.90 net each
50,000 Lumen - 400 Watt ...167 kWh .....	\$13.22 net each .....	\$14.27 net each
 Mercury Vapor		
8,150 Lumen - 175 Watt .....74 kWh .....	\$ 6.94 net each .....	\$ 8.00 net each
11,500 Lumen - 250 Watt ...103 kWh .....	\$ 8.93 net each .....	\$ 9.97 net each
21,500 Lumen - 400 Watt ...162 kWh .....	\$11.92 net each .....	\$12.97 net each
60,000 Lumen - 1000 Watt ...386 kWh .....	\$25.68 net each .....	\$26.73 net each
 Metal Halide		
11,600 Lumen - 175 Watt .....74 kWh .....	\$ 8.18 net each .....	\$ 9.23 net each
15,000 Lumen - 250 Watt ...103 kWh .....	\$10.30 net each .....	\$11.34 net each
36,000 Lumen - 400 Watt ...157 kWh .....	\$13.80 net each .....	\$14.85 net each
90,000 Lumen - 1000 Watt ...379 kWh .....	\$29.55 net each .....	\$30.60 net each
 Incandescent		
1,000 Lumen - 100 Watt .....37 kWh .....	\$ 5.85 net each .....	\$ 6.90 net each
2,500 Lumen - 200 Watt .....71 kWh .....	\$ 8.13 net each .....	\$ 9.18 net each
4,000 Lumen - 325 Watt ...115 kWh .....	\$11.17 net each .....	\$12.23 net each
6,000 Lumen - 450 Watt ...158 kWh .....	\$14.13 net each .....	\$15.17 net each

Note: The rating of the lamps in lumens is for identification 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.

ENVIRONMENTAL CONTROL CHARGE NORMALIZATION SURCHARGE

An Environmental Control Charge Normalization Surcharge shall apply, as outlined on Sheet No. 5F1 of this tariff.

(C) ENVIRONMENTAL CONTROL CHARGE / ENVIRONMENTAL CONTROL CHARGE-2

An Environmental Control Charge and Environmental Control Charge-2 shall apply, as outlined on Sheet Nos. 5G1 and 5H1 of this tariff.

LATE PAYMENT CHARGE

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

(C) Denotes Change

Issued by Authority of Orders  
 of the Public Service Commission of West Virginia  
 in Case Nos. 05-0402-E-CN and 05-0750-E-PC

Issued: June 30, 2010

Issued by  
 R. L. Dickens  
 President

Effective: July 15, 2010

**OUTDOOR LIGHTING  
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(Continued)

**TERMS**

Initial term of the Agreement shall be one year. After the initial term, the Agreement shall remain in effect until a 30-day written notice of cancellation is provided and, unless Customer provides specific date in writing more than 30 days in the future, upon the expiration of 30 days.

**CONDITIONS**

Company will furnish energy and maintenance service to approved high pressure sodium, mercury vapor, metal halide, and incandescent outdoor lighting facilities. A full description of Customer's proposed equipment shall be submitted in writing by the Customer prior to Customer's furnishing the equipment to the Company.

All equipment supplied by Customer for placement on Company's poles will be installed by Company at Customer's expense. Customer shall at no time enter upon Company's electric facilities in any manner. All maintenance and any other repair of equipment on Company poles shall be performed by Company.

Where outdoor lighting system (including supporting poles) is wholly owned by Customer, the Customer is responsible for furnishing and installing all outdoor lighting equipment. Installation of outdoor lighting equipment may be performed by Company upon prior arrangement at Customer's sole cost. All Customer-owned equipment must be installed prior to connection to Company's service circuits. All subsequent changes, removals or additions must first be approved by the Company.

The monthly rate provided in this Schedule shall include standard maintenance, which shall be limited to scheduled cleaning and normal lamp and photoelectric control replacement not caused by vandalism or accident involving a third party. In the event that maintenance beyond standard maintenance is necessary, the Customer will be charged for time, materials and other costs required to do said maintenance. For Customer-owned equipment on Customer-owned poles, any maintenance beyond the standard maintenance provided by this Schedule may be performed by Customer; however, upon prior arrangement, the Company will perform such maintenance on a time and materials cost basis or previously agreed upon firm contract price.

Customer shall be responsible for reporting any outages or malfunctions of any outdoor light installed under this Schedule. The Company will provide appropriate maintenance as soon as practicable upon notification by Customer.

Customer shall furnish Company a certified map showing the location and size of each luminaire included in the initial installation provided for in this Agreement; however, upon prior arrangement the Company will prepare a map for customer approval for an additional cost.

Company shall change the location of any luminaire furnished under this Agreement upon written order of Customer. All costs associated with such change shall be paid by Customer.

Company shall not be liable for any direct, consequential and special damages to the Customer for any failure in lighting which results from any cause beyond the Company's control.

Company's approval of the Customer's facilities indicates only that the facilities are compatible with Company's system. Company's approval will not be construed to mean that the Customer's facilities are adequate or comply with any code or standard relating to lighting or illumination, or relating to the placement of lighting or illumination, such matters being the sole responsibility of the customer. Customer agrees to hold harmless the Company for any liability or threat of liability by third parties relating to the placement of or adequacy of Customer's facilities.

Company does not make, and Company hereby excludes, any and all implied warranties of merchantability and warranties of fitness of the electrical service provided by Company.

Costs of additional or special facilities provided hereunder shall be the responsibility of and shall be paid by Customer. Customer shall reimburse Company for the costs of said additional or special facilities either prior to said installation or via payment plans arranged with the Company.

Issued November 25, 1997

Issued by  
Michael P. Morrell  
Vice President

Effective November 26, 1997

**OUTDOOR LIGHTING  
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SCHEDULE MU  
(Concluded)**

**CONTRIBUTION IN AID OF CONSTRUCTION**

A charge will be made to the Customer in the amount of the estimated cost to the Company for installing all necessary facilities to provide service to the Customer's outdoor lighting system. Also, the Customer will be charged the estimated cost for any alterations or adjustments to the existing overhead or underground lines necessary to provide adequate clearance or spacing for the outdoor lighting system.

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

All cost estimates are based on standard engineering practice.

**CONNECTION/DISCONNECTION FEE**

The fee for connecting or disconnecting a street light shall be \$15.00 per light with a \$40.00 minimum per trip. Any work required in addition to that of connecting or disconnecting luminaire will be charged to the Customer based on the estimated cost to do the work.

**EQUIPMENT REMOVAL AND REMOVAL CHARGES**

Removal of Customer-owned equipment from Company's poles shall be performed by Company at Customer's sole cost. Company shall have the right to determine that Customer-owned equipment on its poles has become so obsolete, worn, damaged or hazardous that it must be removed.

Removal of Customer-owned lighting equipment from Customer-owned poles or removal of Customer-owned lighting equipment and poles may be performed by Company upon prior arrangement at Customer's sole cost.

**CONTRACT**

Company Standard Form of Outdoor Lighting Energy and Maintenance Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

Issued November 25, 1997

Issued by  
Michael P. Morrell  
Vice President

Effective November 26, 1997