

**RATE APL (VINTAGE)
AUTOMATIC PROTECTIVE LIGHTING SERVICE**

AVAILABILITY:

Available to any Customer for outdoor area lighting, provided that: (1) adequate facilities are available to serve the premises or location; and (2) the capital expenditure for installation of such outdoor lighting facilities is warranted. The determination that such capital expenditure is warranted shall be established if the amount of revenue projected to be received from the Customer in the thirty-six (36) month-period following installation of the outdoor lighting facilities exceeds the estimated cost of installation for the lights, as calculated by the Company. If the projected thirty-six (36) month revenue does not exceed the estimated cost of installation, the Customer must pay two and one half (2½) times the difference of the estimated cost of installation and the projected thirty-six (36) month revenue prior to installation of the outdoor lighting facilities. Notwithstanding the foregoing, IPL reserves the right to refuse service under the provisions of this Rate APL, consistent with applicable laws, rules, and regulations.

Rate APL Vintage is no longer available for new installations after March 31, 2016. Rates on the Rate APL Vintage tariff remain in effect for existing installations until the Company can no longer repair or support maintenance requirements for that particular light. IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CONDITIONS OF SERVICE:

Customer shall secure all permits, licenses and authority necessary for the installation and maintenance of facilities upon and over public property.

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer.

If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims,

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CONDITIONS OF SERVICE: (Continued)

liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs and attorneys fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the Company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

All lighting fixtures and other materials, including wiring must comply with the Company's specifications and will be subject to Company's approval.

A. Company installs, owns, and maintains unit or units.

Company shall own, operate, and maintain the lighting unit or units, including the fixtures, lamps, ballasts, photoelectric controls, mounting brackets and all necessary wiring. Company shall furnish all electric energy required for operation of the unit.

The units shall be lighted and extinguished by a photoelectric control furnished by the Company. The hours of burning shall be from approximately one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise, every night or approximately 4,100 hours per annum.

The Company reserves the right to shield, re-angle, or relocate a light to prevent light projection on adjacent properties at the request of the adjacent property owner. If shielding, re-angling, or relocating the light does not resolve the light trespass complaint, the Company reserves the right to remove the offending light.

Barring circumstances beyond its control, the Company will replace burned out lamps within 48 hours after notification of Company by Customer.

B. Customer installs, owns and maintains unit or units.

The Customer may install, own and maintain the lighting unit or units, including all fixtures, lamps, standards or poles and mounting brackets, ballasts, cable and necessary wiring. The Customer's wiring, serving the lighting units contracted for under this Clause B must be brought by the Customer to an existing Company pole selected by the Company and upon which Company's 120 volt lines are presently attached. In the case of underground service installed by the Customer, the Customer shall install the wiring, conduit riser and weatherhead on a pole approved by the Company and terminating at a point designated by the Company. The units shall be direct connected by the Company to the Company's 120 volt lines and shall be lighted and extinguished by a photoelectric control furnished by the Company. The hours of burning shall be from approximately one-half

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CONDITIONS OF SERVICE: (Continued)

(½) hour after sunset until one-half (½) hour before sunrise, every night or approximately 4000 hours per annum.

Burned out lamps will not be replaced by the Company under Clause B.

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying the monthly KWH as shown in Lighting KWH table, plus the flat rates set out in the Rate sections which follow.

RATE:

For service under Conditions of Service, Clause A above. The rates are monthly.

a) For bracket arm supported units on existing wood pole:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>	
68	175-watt Mercury Vapor Lamp	\$ 9.95	
69	400-watt Mercury Vapor Lamp	19.08	
70	1000-watt Mercury Vapor Lamp	34.69	
71	100-watt High Pressure Sodium Lamp	8.55	
72	150-watt High Pressure Sodium Lamp	17.77	
73	250-watt High Pressure Sodium Lamp	23.81	
74	400-watt High Pressure Sodium Lamp	28.05	
86	400-watt Mercury Vapor Flood	19.10	
87	150-watt High Pressure Sodium Flood	17.82	
88	250-watt High Pressure Sodium Flood	23.82	
89	400-watt High Pressure Sodium Flood	28.05	
90	400-watt Metal Halide Lamp	27.95	
For additional facilities when required:			
96	one wood pole (overhead only)	4.45	
97	one wood or fiberglass pole (underground only)	10.99	

b) Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>	
		<u>First Luminaire</u>	<u>Each Additional Luminaire on Same Column</u>
138, 127, 144 & 155	400-watt Mercury Vapor Lamp	\$27.28	\$19.08
128 & 145	175-watt Mercury Vapor Lamp	21.41	9.95
141, 129, 146 & 158	400-watt High Pressure Sodium Lamp	38.72	28.05
140, 130, 147 & 157	250-watt High Pressure Sodium Lamp	26.01	23.81
139, 131, 148 & 156	150-watt High Pressure Sodium Lamp	22.10	17.77

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RATE, Clause A: (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>	
		<u>First Luminaire</u>	<u>Each Additional Luminaire on Same Column</u>
132 & 149	100-watt High Pressure Sodium Lamp	\$20.11	\$8.55
135 & 152	400-watt High Pressure Sodium - Shoebox	32.50	12.96
136 & 153	250-watt High Pressure Sodium - Shoebox	26.17	9.84
142, 137, 154 & 159	400-watt Metal Halide - Shoebox	32.39	12.84

c) For a post top fixture on a fiberglass, metal or ornamental column and containing one:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
160	175-watt Mercury Vapor Washington Post Std.	\$32.00
161	175-watt Mercury Vapor Post Std.	20.86
162	100-watt High Pressure Sodium Washington Post Std.	30.88
163	100-watt High Pressure Sodium Post Std.	20.03
164	150-watt High Pressure Sodium Washington Post Std.	35.64
165	150-watt High Pressure Sodium Post Std.	24.79

"Std." means Ornamental Standard.

d) Charges in addition to Energy Charge as Registered through Customer's Meter For Units Containing One:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
78	175-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	\$ 6.60
79 & 91	400-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	12.79
80	1000-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	19.82
81	100-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	6.84
82 & 92	150-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	15.63
83 & 93	250-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	19.76
84 & 94	400-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	21.79
95	400-watt Metal Halide Lamp on Company's existing wood pole and connected to Customer's metered secondary	21.79

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RATE, Clause A: (Continued)

e) Prices below apply to University of Indianapolis Lighting.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
180	250-watt Metal Halide 18' Direct Embedded	\$58.45
181	250-watt Metal Halide 12' Anchor Based	64.01
182	2-250-watt Metal Halide 18' Direct Embedded	81.55
183	2-250-watt Metal Halide 12' Anchor Based	87.08
	Charges in addition to Energy Charge as registered through Customer's meter:	
188	250-watt Metal Halide 18' Direct Embedded	\$53.24
189	250-watt Metal Halide 12' Anchor Based	58.78
190	2-250-watt Metal Halide 18' Direct Embedded	71.75
191	2-250-watt Metal Halide 12' Anchor Based	77.31

For service under Conditions of Service, Clause B above. The rates are monthly.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
85	Up to and including 150-watt incandescent lamp or equivalent per month per lamp	\$3.86

TERM:

This service is available for a standard term of three (3) years and, if not terminated by at least thirty (30) days' notice prior to the expiration of the initial 3-year term, shall be continued on a yearly basis, terminable on a thirty (30) days' notice prior to the end of any such one-year term. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. If, prior to expiration of the initial term, the service contracted for under this Rate is supplanted by municipal lighting service, the Company may remove its facilities and no charge will be made for the remaining months of such initial term.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 3	Transmission, Distribution and Storage System Improvement Charge	see Page 153
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

Charges under this Rate are net and will be a part of the Customer's regular service bill and subject to the same charges as any other item on the Customer's bill.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

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MONTHLY LIGHTING KWH TABLE

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

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