

STREETLIGHT ENERGY AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

TOWN OF PRESCOTT VALLEY

APS CONTRACT NO. 201407012

TOWN OF PRESCOTT VALLEY CONTRACT NO. _____

Execution Date 7/1/14

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF PRESCOTT VALLEY

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STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF PRESCOTT VALLEY

1. PARTIES

The parties to this Streetlight Energy Agreement (the “Energy Agreement”) are TOWN OF PRESCOTT VALLEY, an Arizona municipal corporation (“Town”), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (“APS”), hereinafter referred to individually as “Party” and collectively as the “Parties.”

2. RECITALS

2.1 The Parties have entered into a streetlight sales agreement (APS Contract No. 56315 dated December 15, 1998) in which Town has purchased streetlight facilities from APS within the existing Town boundaries.

2.2 Additionally, the Parties entered into: i) a Streetlight Energy Agreement (APS Contract No.56317 dated December 15, 1998) pursuant to which APS sells energy to Town for the Streetlight Facilities (the “Former Energy Agreement”); ii) a Streetlight Operation, Maintenance and Facilities Agreement (APS Contract No.56319 dated December 15, 1998) pursuant to which APS operates and maintains Town’s Streetlight Facilities within APS’ service territory (the “O,M&F Agreement”); and iii) a Master License Agreement (APS Contract No.56318 dated December 15, 1998) pursuant to which Town’s Streetlight Facilities are allowed to be attached to APS’ electric distribution poles (the “License Agreement”).

2.3 The Parties now desire to enter into this Energy Agreement pursuant to which APS will supply energy for the Town-owned streetlights.

2.4 The Parties desire that this Energy Agreement replace and supersede the Former Energy Agreement dated December 15, 1998.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this Energy Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

3.1 ACC: Arizona Corporation Commission.

3.2 Dawn: The time between full dark and sunrise when a Photocontrol senses sufficient sunlight to turn off streetlights.

3.3 Due Date: The fifteenth (15th) day after the invoice date.

3.4 Dusk: The time between sunset and full dark when a Photocontrol senses the lack of sufficient sunlight and turns on streetlights.

3.5 E-59 Tariff: The APS E-59 rate tariff on file with the ACC governing the rate charged for energy to government-owned streetlight facilities, as may be amended from time to time (attached hereto as Exhibit A.).

3.6 Effective Date: The date specified in Section 24, Execution and Effective Date.

3.7 Interest: The per annum interest rate set forth in Schedule 1.

- 3.8 Monthly Billing Energy: The kilowatt-hours (“kWh”) upon which the monthly billings will be based as set forth in Exhibit A and Exhibit B.
- 3.9 Photocontrol: A photoelectric cell which is designed to turn streetlights on at Dusk and to turn streetlights off at Dawn, which meets the light sensitivity standards specified in American National Standards Institute (ANSI) C136.10 Latest Edition.
- 3.10 Schedule 1: The APS Schedule 1 tariff entitled, “Terms and Conditions for Standard Offer and Direct Access Services,” on file with the ACC, as may be amended from time to time (attached hereto as Exhibit C).
- 3.11 Schedule 5: The APS Schedule 5 tariff entitled, “Guidelines for Electric Curtailment,” on file with the ACC, as may be amended from time to time (attached hereto as Exhibit D).
- 3.12 Streetlight Facilities: The facilities owned by the Town (within APS’ service territory) and generally described as metal streetlight poles dedicated only to streetlighting that may support APS’ secondary conductors serving the streetlights and no other attachment(s); mast arms; luminaires and lamps; protection fuses; photo controls; external ballasts; and electric service wires which extend from the luminaires of the individual streetlight installation to the Point of Delivery.
- 3.13 Point of Delivery: The point where energy is delivered shall be where APS’ electric service wire connects to (i) Town’s electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the Town’s protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the Town’s electric service

protection fuse or termination point located in the hand-hole of the Town Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the Town Pole for underground service when there is no hand-hole on the Town Pole or an APS-owned secondary junction box.

4. ELECTRIC SERVICE

4.1 APS' Obligations: APS shall provide electric service for Streetlight Facilities in accordance with the terms and conditions of this Energy Agreement and Schedule 1. In the event of a conflict(s) between any provision of this Energy Agreement and Schedule 1, the provisions of this Energy Agreement shall apply.

4.2 Operation Time: Operation of the Streetlight Facilities shall be from Dusk to Dawn. Notwithstanding the foregoing, Town agrees that APS cannot guarantee uninterrupted electric service. APS shall not be liable to Town for any damages occasioned by fluctuations, interruptions, or curtailment of electric service, except where due to APS' willful misconduct or gross negligence.

Operation of Streetlight Facilities at times other than from Dusk to Dawn shall be subject to additional energy charges at APS' option. Either Party may notify the other Party of any circumstances which may have caused extended streetlight outages or extended streetlight operation times and the Parties will negotiate in good faith to determine whether an adjustment is appropriate to the Town's monthly streetlight bill.

4.3 Point of Delivery: The point where energy is delivered shall be where APS' electric service wire connects to (i) Town's electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii)

at the Town's protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the Town's electric service protection fuse or termination point located in the hand-hole of the Town Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the Town Pole for underground service when there is no hand-hole on the Town Pole or an APS-owned secondary junction box.

4.4 Rates for Electric Service:

- 4.4.1 The applicable rate and related provisions for electrical service rendered to Town shall be computed in accordance with Exhibit A, unless and until changed as provided for in Section 4.4.4 hereof. The rate specified in the Exhibit A shall be increased or decreased as provided in Section 4.4.4; provided, however, that the Parties acknowledge the ACC's jurisdiction to alter the energy rate under this Energy Agreement.
- 4.4.2 The Parties agree that the rate set forth herein will remain in effect until changed in accordance with Section 4.4.4 or by the ACC. However, such rate is subject to: a) adjustments monthly to reflect applicable sales taxes and regulatory assessment to the same extent as such adjustments apply to other APS retail rate schedules on file with the ACC; and b) such changes in the rate as may be authorized by the ACC from time to time.
- 4.4.3 Nothing in this Energy Agreement is intended to limit the ACC's power to order recovery of any stranded costs or system benefit charges determined to be attributable to the Town either prior to or after termination of this

Energy Agreement, nor will this Energy Agreement be considered a waiver by APS of any right it may have to recover such costs to the extent authorized or ordered by the ACC.

4.4.4 Nothing contained herein shall be construed as affecting in any way the right of APS to unilaterally make application to the ACC for a change in electric service rates and charges, classification of service, or any provision, term, rule, regulation, condition or contract relating thereto, under the Rules and Regulations of the ACC.

4.5 Curtailement:

The electric service supplied hereunder may be interrupted or curtailed in accordance with Schedule 5. APS shall not be liable to Town for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where due to APS' willful misconduct or gross negligence. APS may, without incurring any liability therefore, suspend Town's electric service for periods reasonably required to permit APS to accomplish repairs to or changes in any of APS' facilities. To the extent practicable, APS will provide reasonable advance notice to Town of any scheduled interruptions of electric service.

5. STREETLIGHT LEVELS AND LOCATIONS

Town acknowledges, represents, warrants, and agrees that by entering into this Energy Agreement, Town has not delegated or waived any of its rights, duties, responsibilities, or options regarding streetlight layout or design, but retains sole authority and responsibility for determining the reasonable level or amount of light to be provided along its streets, including the number, type and location of streetlights to be installed.

Town further agrees that APS' assistance or recommendations regarding streetlight designs, layouts, or lighting levels, or the amount of streetlight service being provided by APS shall not be relied upon by Town as satisfying any standard that may be adopted by or imposed upon Town.

6. EXTENSION OF APS ELECTRIC SERVICE LINES

6.1 Extension Less Than 300 Feet: Within APS' service territory, APS shall extend its electric secondary conductor up to a distance of 300 feet for each additional streetlight at no cost to Town when requested by Town. When extension is underground, Town or developer shall provide or pay for the trenching, conduit, backfill, and shading required. When extensions exceed 300 feet per additional streetlight, such extensions shall be made for an additional cost. For such additional cost, APS shall provide Town or developer with the additional cost of the work to be performed and Town or developer shall make full payment in advance if Town desires such work to be performed.

6.2 Underground Extension: If APS' secondary conductors are to be placed underground, APS shall install such conductors underground at no cost to Town within the footage limits specified in Section 6.1 above, except Town shall pay the incremental costs of additional trenching, conduit, shading, and backfill required solely for streetlight conductors. Payments by Town for trenching in accordance with this Section 6 shall be in accordance with Section 13, BILLING, PAYMENT AND TAXES.

7. TERM

This Energy Agreement shall remain in effect until terminated in accordance with the Termination section below, or Schedule 1.

8. TERMINATION

8.1 Termination at Will: Either party has the right to terminate this Agreement at any time and for any reason by giving the other Party ninety (90) days advanced written notice for the termination.

8.2 Cancellation By Town: The Parties hereto acknowledge that this Energy Agreement is subject to cancellation by the Town for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

9. DESIGNATED REPRESENTATIVES AND NOTICES

9.1 Designated Representatives: All communications relating to the day-to-day activities under this Energy Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party.

Either Party may change said designated representatives from time to time by giving advance written notice.

APS:

Arizona Public Service Company
Attention: Streetlight Management
P.O. Box 53933, Station 3536
Phoenix, Arizona 85004
Telephone: 602-371-5067
FAX: 602-371-6733

Town:

Town Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

9.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be send by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable

delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

To APS:

Arizona Public Service Company
Office of Corporate Secretary
400 N. 5th Street, Station 8602
Phoenix, Arizona 85004

To Town:

Town Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

With a copy to:

Arizona Public Service Company
Attention: Streetlight Management
Station 3536
P.O. Box 53933
Phoenix, AZ 85072-3933

Town Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

9.3 Invoices and Payments: Invoices and payments pursuant to this Energy

Agreement shall be sent to:

Arizona Public Service Company
P.O. Box 53920
Phoenix, AZ 85072-3920

Town Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

10. FISCAL YEAR

The obligation of Town to make any payments hereunder is subject to the provisions of the Arizona State Budget Law and Town Code provisions which require that the Town Council make necessary appropriations for such payments in each fiscal year. Town shall take all steps reasonably available to it to cause such payments to be included in its budget presented to Town Council each fiscal year in the form of an appropriation for

monies that will be due under this Maintenance Agreement during the subsequent year. However, the foregoing does not alter Town's obligation to pay for services actually received, nor does it change APS' right to terminate this Maintenance Agreement for non-payment in accordance with the Termination section above.

11. UNCONTROLLABLE FORCES

11.1 Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term "uncontrollable force" in interpreting or construing this Energy Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

11.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to timely perform its obligations under this Energy Agreement, then upon said Party giving notice and particulars

of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this Energy Agreement during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default.

11.3 Uncontrollable Force Limit. If a Party's obligation to perform is suspended for a period of forty-five (45) continuous calendar days due to an Uncontrollable Force or for any other reason, the other Party shall have all rights and remedies at law or in equity, including the right to terminate this Energy Agreement.

12. NON-WAIVER

The failure of either Party to insist upon strict performance of any of the provisions of this Energy Agreement, or to exercise any of the rights or remedies provided by this Energy Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Energy Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Energy Agreement.

13. BILLING, PAYMENT AND TAXES

13.1 Billing: APS shall render bills to Town on a monthly basis for services furnished during the preceding billing month.

13.2 Payment: APS shall receive payment from Town on or before the Due Date. Payment shall be mailed to the address specified in Section 9.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

13.3 Disputed Bill: If any portion of any bill is disputed, the undisputed amount shall be paid when due.

13.4 Delinquent Bill: If Town's bill becomes delinquent, due to non-payment for a period of fifteen (15) days after the invoice date, APS shall have the right at its option:

13.4.1 To immediately suspend energy delivery hereunder until all amounts due have been paid, and/or

13.4.2 To exercise any other remedy provided by law, including immediate termination of this Energy Agreement. Suspension and/or termination shall not relieve Town of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with Town.

13.4.3 To charge interest as set forth in Schedule 1.

The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

13.5 Taxes: Town shall pay any and all applicable sales tax, transaction privilege tax or like tax assessed or assessable as the result of APS providing services hereunder.

14. ANNEXATION AND ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If Town annexes additional territory or purchases additional Streetlight Facilities, the terms and conditions of this Energy Agreement will apply to the additional Streetlight Facilities and be effective as of the date Town provides APS notice of the annexation or purchase.

15. GOVERNING LAW AND VENUE

This Energy Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this Energy Agreement shall be brought in the Superior Court of Maricopa County.

16. SEVERABILITY

If any provision of this Energy Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto shall be severed from this Energy Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

17. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Energy Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party

may, without the need for consent from the other Party, (a) transfer, pledge, or assign this Energy Agreement as security for any financing; (b) transfer, assign or delegate this Energy Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity, parent entity or subsidiary of such Party, or (c) transfer, assign or delegate this Energy Agreement to any person or entity succeeding to all or substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide notice to the other Party within thirty (30) calendar days of the transfer and the effective date thereof. Any transfer in violation of this Section 17 shall be deemed null and void.

18. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 17 of this Energy Agreement entitled, “ASSIGNMENT,” is not intended to and does not create any claims, rights, remedies or benefits exercisable by any third party. Town acknowledges and represents that this Energy Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor Town undertakes any responsibility or obligation to any third party by virtue of this Energy Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this Energy Agreement or its performance by either Party.

19. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this Energy Agreement.

20. PRECEDENCE

20.1 Order of Precedence: In the event of conflict between this Energy Agreement and any referenced document, the order of precedence shall be this Energy Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

20.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 20.1.

21. ENTIRE AGREEMENT, MODIFICATION

This Energy Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this Energy Agreement, whether written or oral, including the Former Energy Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this Energy Agreement and this Energy Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of Town to pay amounts due under the Former Energy Agreement; provided that the payments are for services rendered before the Former Energy Agreement was superseded by this Energy Agreement. This Energy Agreement includes all documents attached hereto or incorporated herein by reference. Specifically included as part of this Energy Agreement and attached hereto as exhibits are the following:

Exhibit A - the E-59 Tariff

Exhibit B - the Average Consumptions for Various Luminaires

Exhibit C - Schedule 1

Exhibit D - Schedule 5

22. INDEMNIFICATION

Notwithstanding anything to the contrary contained in that certain Franchise Agreement between the Parties hereto, each Party making a covenant, agreement, representation or warranty in this Energy Agreement shall indemnify and hold harmless the Party for whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant, agreement, representation or warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this Energy Agreement by the Party to be indemnified. In order for the requirements of indemnification to be enforceable, the party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 180 days of the date the Party wishing to be indemnified first learns of the event.

23. LEGAL REQUIREMENTS

23.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this Energy Agreement.

23.2 Safety Statute: Nothing contained in this Energy Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the Parties' obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND

SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

24. EXECUTION AND EFFECTIVE DATE

Each Party to this Energy Agreement hereby represents and warrants that (i) it has full authority to enter this Energy Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this Energy Agreement have been taken, (ii) the person executing this Energy Agreement on its behalf has been duly authorized to execute this Energy Agreement, and (iii) this Energy Agreement constitutes legally binding and enforceable obligations of such Party. This Energy Agreement shall be effective as of the 1st day of July, 2014.

TOWN OF PRESCOTT VALLEY,

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF PRESCOTT VALLEY

E-59 TARIFF

EXHIBIT B

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF PRESCOTT VALLEY
AVERAGE CONSUMPTIONS FOR VARIOUS LUMINAIRES

Induction

3,500 lumen	55 watts	19 kWh per month
6,000 lumen	85 watts	29 kWh per month
8,400 lumen	100 watts	34 kWh per month
13,000 lumen	150 watts	52 kWh per month
22,500 lumen	250 watts	86 kWh per month

LED

3,300 lumen	43 watts	15 kWh per month
4,350 lumen	86 watts	30 kWh per month
5,300 lumen	67 watts	23 kWh per month
8,300 lumen	106 watts	37 kWh per month
10,500 lumen	130 watts	45 kWh per month
20,000 lumen	258 watts	89 kWh per month

Incandescent

1,000 lumen	92 watts	32 kWh per month
2,500 lumen	189 watts	66 kWh per month
4,000 lumen	295 watts	103 kWh per month
6,000 lumen	405 watts	142 kWh per month
10,000 lumen	620 watts	217 kWh per month

Mercury Vapor

7,000 lumen	208 watts	73 kWh per month
11,000 lumen	275 watts	96 kWh per month
20,000 lumen	430 watts	150 kWh per month

Metal Halide

14,000 lumen	207 watts	72 kWh per month
21,000 lumen	288 watts	101 kWh per month
36,000 lumen	454 watts	159 kWh per month

High Pressure Sodium

5,800 lumen	83 watts	29 kWh per month
9,500 lumen	117 watts	41 kWh per month
16,000 lumen	197 watts	69 kWh per month
30,000 lumen	284 watts	99 kWh per month
50,000 lumen	438 watts	153 kWh per month

Low Pressure Sodium

8,000 lumen	86 watts	30 kWh per month
13,500 lumen	144 watts	50 kWh per month
22,500 lumen	205 watts	72 kWh per month
33,000 lumen	256 watts	90 kWh per month

ALL KWH ARE BASED ON AN AVERAGE OF 350 HOURS OF OPERATION PER MONTH. Effective Date: 10/19/13

EXHIBIT C

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF PRESCOTT VALLEY

SCHEDULE 1

TERMS AND CONDITIONS FOR STANDARD OFFER
AND DIRECT ACCESS SERVICES

EXHIBIT D

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF PRESCOTT VALLEY

SCHEDULE 5