

Energy Efficiency Quick Start Program
City of Milwaukee LED Traffic Signals
Amendment to Reservation 04-007

Whereas, The City of Milwaukee (the "City") is interested in installing energy efficient traffic signals to reduce its energy usage, and

1. We Energies entered into Contract No. 4700001478 (the "Contract") on February 3, 2005 with the City for the installation of energy efficient LED traffic signals,
2. The Contract requires We Energies to reserve a potential energy efficiency incentive of \$340,391.04 for the installation of 22,075 LED lamps by the City at 499 intersections in accordance with the terms of the Quick Start program,
3. The City may potentially receive additional funding from the State of Wisconsin that could reduce the incentive paid to the City under the terms of the Quick Start program, and
4. The receipt of additional funding is uncertain and the timing for installation of the lamps may occur over several years. This will make calculation of the actual incentive to the City difficult and will provide uncertainty as to the completion of the project for both the City and We Energies.

Therefore, to provide certainty to the project regarding funding and to simplify payment and processing, the Contract will be amended as follows:

1. Section 3 and 4 of the Terms and Conditions will be replaced in its entirety with the following language:

The incentive amount will be \$8.83 per lamp installed.
2. Sections 4, 5 and 6 of the Terms and Conditions will be deleted.
3. Section 9 of the Terms and Conditions will be replaced in its entirety with the following language:

The City will submit an invoice at the end of each quarter listing the number and type of lamps installed and the corresponding intersection location. Payment will be made within 30 days after acceptable verification of installation by We Energies or its designee.
4. The Maximum Incentive reserved for all listed measures on the signature page of the reservation will be revised from \$340,391.04 to \$194,866.56.
5. All other terms and conditions in the Contract will remain the same.

IN WITNESS WHEREOF the Parties have executed this Amendment effective as of September _____, 2005.

Wisconsin Electric Power Company

City of Milwaukee

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Type or Print)

Name: _____
(Type or Print)