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## STANDARD STREET RATE Ms2

**Availability:**

To municipalities and other government units contracting for standard high pressure sodium or metal halide lighting for illumination of public streets roadways and alleys by means of Company-owned street lighting facilities.

**Character of Service:** Alternating current, 60 hertz, single-phase at 120/240 volts.

**Rate:**

<u>Monthly Charge per Lighting Unit</u>	<u>Lamp Size</u>	<u>Amount</u>
	50 watt	\$ 8.72 Sodium
	70 watt	\$10.27 Sodium
	100 watt	\$12.50 Sodium
	150 watt	\$14.93 Sodium
	175 watt	\$19.10 Metal Halide
	200 watt	\$18.19 Sodium
	250 watt	\$21.08 Sodium
	250 watt	\$22.91 Metal Halide
	400 watt	\$29.04 Sodium
	400 watt	\$29.84 Metal Halide

Subject to the surcharges and credits shown on Sheet Nos. D-3.00 to *D-5.05*.

**Minimum Charge:** The monthly minimum charge shall be the monthly charge per lighting unit and the Energy Optimization Surcharge.

**Late Payment Charge:** A 1.5% per month late payment charge will be applied to outstanding charges past due.

**Conditions of Delivery:**

1. The Company will furnish, install, own and operate a standard high pressure sodium or metal halide street lighting unit, and will supply all electrical energy and normal maintenance for the operation of the unit. The standard street lighting unit shall consist of a cobra head fixture on an arm mounted on an existing Company-owned wood pole, with a control device wired for operation. This rate requires use of existing Company-owned poles and available overhead 120 volt service where the Company has such facilities along streets, alleys and highways. Where additional primary and/or secondary facilities are required, the customer shall pay, in advance, material and installation cost of such additional facilities.
2. When necessary, the Customer shall grant or obtain permissions, easements, ordinance satisfaction, and/or permits to the Company to install / remove lighting facilities on public or private property without expense to the Company. The Customer is responsible for marking all privately owned underground facilities. If such facilities are not marked correctly and are subsequently damaged, the Customer is responsible for damages. All installations shall be in accordance with the construction standards of the Company and any other codes the Company determines to be applicable.
3. Underground service is available under this rate for new installations, where the customer pays the estimated cost of furnishing underground service.
4. Lamps will automatically be switched on approximately 30 minutes after sunset and off 30 minutes before sunrise providing dusk-to-dawn operation of approximately 4200 hours per year. Non-standard, seasonal, temporary or part-night service is not available under this rate.

(Continued on Sheet No. D-38.00)

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Issued *December 21, 2011*  
R.A. Draba  
Vice-President,  
Milwaukee, Wisconsin

Effective for service rendered on and  
after *January 5, 2012*

Issued under authority of the  
Michigan Public Service Commission  
dated *December 20, 2011*  
in Case No. U-16830

**STANDARD STREET RATE Ms2**  
(Continued from Sheet No. D-37.00)

**Conditions of Delivery (Contd):**

5. The Company will initiate a first response to replace inoperative lamps and otherwise maintain luminaires during regular daytime work hours within 72 hours after notification by the Customer. Conditions may require repeat visits to complete repairs. No credit will be allowed for periods during which lamps were out of service.
6. The Company will, at the Customer's expense, modify, replace, transfer, relocate or temporarily remove and reinstall any properly operating poles or fixtures contracted for under this rate as requested in writing by the customer or as required by a governing authority.
7. The lighting agreement shall become effective on the date service is connected, and shall continue in force until terminated upon 30 days prior written notice given by either of the parties to the other. The Company may remove any and/or all lighting facilities upon termination.
8. If the Customer or governing authority terminates service or requests the permanent removal of any Company-owned street lighting facilities within 60 months of installation, the Customer shall pay the lesser of the estimated labor charges for installation and removal of the equipment, or the remaining balance of monthly fees to satisfy the 60 month period. Permanent removal of pole mounted street lighting facilities more than 60 months after installation shall be at no cost to the Customer.
9. Subject to Company approval, the Company will allow municipal customers to make temporary attachments of Christmas lighting and/or decorations on the Company-owned light poles. The Customer must execute an annual agreement for such attachments, and must meet all conditions thereof. Estimated energy consumption will be billed under the current CG1 energy rate. Time and material charges for installation, removal or associated maintenance may also apply.
10. Electric service will not be furnished hereunder for breakdown or standby purposes where another source of power is available for the Customer. Energy furnished under this rate shall not be used for purposes other than those specified hereunder and shall not be resold.
11. In the event of abnormal or excessive maintenance due to frequent vandalism or other causes, not related to the quality of material or workmanship, the Customer shall reimburse the Company for all associated costs.
12. Where the Company has secondary voltage in the area and it is not necessary to install a transformer or extend secondary lines more than one hundred and fifty feet, the Company will connect Customer-owned flasher signal lamps and bill on a flat monthly rate according to the following schedule:

<u>Per Flasher</u>	<u>Installed Capacity</u>
<b>\$3.69</b>	75 watts or less
<b>\$5.68</b>	Greater than 75 watts up to and including 150 watts

If the Company must install a transformer or extend lines more than one hundred and fifty feet or if the installed capacity exceeds 150 watts, the flasher signals will be billed on the general secondary rate applicable in the area served.
13. Customer shall indemnify and hold harmless the Company, from and against any and all liability for injuries or damages to persons or property arising or resulting from (a) any interruption or modification of service requested or caused by the Customer; or (b) any lighting, requested by Customer or third party, which does not conform to the Illuminating Engineering Society (IES) Recommended Practices.

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