



## CONTRACT FOR ELECTRIC SERVICE - COMMUNICATIONS EQUIPMENT

Agreement, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between CONSUMERS ENERGY COMPANY, herein termed the Company and \_\_\_\_\_, herein termed the Customer as follows:

1. The Company agrees to supply and the Customer agrees to purchase hereunder, all of the electric energy for the operation of the Customer's equipment and devices, which are listed in Section 4 hereof. Said specified equipment and devices shall be used for the sole purpose of energizing the Customer's equipment. Said specified equipment and devices are to be installed by the Customer on poles owned by the Company, poles owned by the customer, or on poles owned by other parties (herein called "foreign poles"), on which electric distribution facilities are now or hereafter installed by the Company. Said poles are listed in Section 4 hereof. Notwithstanding the forgoing, nothing in this agreement shall be deemed to grant the Customer permission to install its equipment or devices specified in Section 4, or any other equipment, on poles owned by the Company or on foreign poles. The Company and the Customers agree that such permission shall be the subject of other agreements between the Customer and the Company and between the Customer and the owners of the foreign poles.
  
2. The electric energy to be supplied shall be alternating current, single phase, 60 hertz, at nominal 120/240 volts. The Company shall provide underground electrical service installations to Customer-Owned poles. Delivery shall be made to Company-owned poles or foreign poles at one mutually agreeable location on each pole listed in Section 4 hereof.
  
3. The Customer shall pay for such energy delivered to its equipment and devices specified in Section 4, with the exception of Street lighting equipment, in accordance with the rate selected below:
  - Unmetered Service Rate "UR" or
  - Metered General Service Rate "GS"

A copy of the selected rate is attached hereto and made a part hereof, and in accordance with such future revisions and amendments thereof, supplements thereto or substitutes therefor as may be filed with and approved by the Michigan Public Service Commission from time to time. The Customer shall pay for any Street lighting equipment specified in Section 4 in accordance with the Company's General Service Rate "GS", a copy of which is attached hereto and made a part hereof, and in accordance with such future revisions and amendments thereof, supplements thereto or substitutes therefor as may be filed with and approved by the Michigan Public Service Commission from time to time. Any Street lighting equipment continues to be subject to terms of the applicable contract with the Company. The Customer agrees that it will not change the capacity requirements of its said equipment and devices, specified in Section 4, without first notifying the Company in writing of such changes and the date that they will be made.

4. Delivery of energy by the Company to the Customer shall be made at the locations and for the equipment and devices listed below:

| Location of Poles | Quantity, Manufacturer, and Identification<br>(Type, Model, etc.) | Manufacturer's Rated Input<br>Capacity of Each Device<br>in Watts |
|-------------------|---|---|
|                   |   |   |

5. Prior to the delivery of electrical service, the Customer shall certify that all equipment and devices on Customer-Owned poles are installed and designed in accordance with the terms of this agreement, as well as all applicable statutes, standards, and codes that includes, but is not limited to the most recent edition of the National Electric Safety Code and the National Electric Code. The Customer shall further certify that it is in compliances with all rules, regulations, and orders of the Michigan Public Service Commission and the Federal Communications Commission and will obtain an electrical inspection. The Customer shall provide engineering drawings and equipment specification sheets to the Company.
6. The Customer agrees that it shall comply with the Company's technical standards requirements, which are required by the Company to be met prior to establishing electric service to the customers' devices and equipment. In addition, the Customer agrees to comply with the following technical requirements prior to delivery of electrical service:
  - a. Provide the Company with a copy of the radiofrequency ("RF") evaluation performed by the Customer for compliance with the Federal Communications Commission's RF exposure guidelines.
  - b. Provide the Company with a working telephone number labeled on the Customer-owned equipment and devices.
  - c. Install a one time, or cutaway, lock on each disconnect box located on the pole. If the lock is cut, the party who cut the lock is responsible for replacing it with another one time, or cutaway, lock.
  - d. Install a transfer switch to separate the Company's electrical system from the Customers' equipment or devices.
  - e. Identify all disconnecting equipment and possible hazards with proper signage with a disconnect placard or sticker on its equipment or devices. The disconnect placard or sticker shall state the following: "Disconnect antenna power before working on pole."
  - f. Install supply conductors (i.e., 120/240 Volt power) vertically on Customer-owned pole. The supply conductor must comply with the most recent edition of the National Electric Safety Code.
  - g. Install an owner identification tag on equipment or devices installed on customer-owned and Company-owned poles.
7. It is further agreed that:
  - a. Such service is for the sole use of the Customer for the purpose aforesaid, and shall not be transmitted elsewhere or shared or resold by the Customer, or used for any other purpose than as herein provided.
  - b. Such service shall be governed by the Company's Standard Electric Rules and Regulations and such future revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy thereof will be furnished to the Customer upon request.
  - c. Except as to any minimum charges payable by the Customer, prescribed in said rate, neither party shall be liable to the other under this agreement for damages for any act, omission, or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in the service, phase failure or reversal, or variations in the service characteristics shall be as provided in said Standard Electric Rules and Regulations.
  - d. This agreement will extend for an initial term of one year from the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and from month to month thereafter until terminated by mutual consent, or by either party giving the other at least sixty (60) days' written notice of its desire to terminate the same at the expiration of any monthly period, which notice may be given at any time.
  - e. This agreement inures to and binds the heirs, administrators, successors, and assigns of the respective parties hereto. There are no understandings or agreements between them in relation to the electric service provided for in this agreement except as contained herein. This agreement shall not be transferred by the Customer or otherwise alienated without the Company's written consent.

IN WITNESS WHEREOF, said parties have executed this agreement, in duplicate, by their duly authorized representatives.

CONSUMERS ENERGY COMPANY

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_