

**ENTERGY MISSISSIPPI, LLC**

Date Filed: February 7, 2022  
Date to be Effective: May 3, 2022  
Docket No.: 2022-UN-13

**MISSISSIPPI PUBLIC SERVICE COMMISSION**

P.S.C. Schedule No. 27.30  
Schedule No. 27.30 Date: May 3, 2022

Schedule consists of: Four pages

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**MUNICIPALLY OWNED AND MAINTAINED STREET LIGHTING  
RATE SCHEDULE MOMSL-1**

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**I. AVAILABILITY**

At points on Company's existing distribution lines in municipalities in which Company does a general retail business or in rural areas certified to Company and within corporate limits of municipalities in which Company does a general retail business and where Customer has contracted for service under this Schedule and has acquired the entire municipal lighting system from Entergy Mississippi, LLC ("EML" or "Company").

**II. APPLICATION**

This Schedule is only applicable to unmetered street lighting facilities where Customer owns and maintains all street lighting facilities including luminaires, poles, conductors, brackets, photo controls and any other related equipment on the load side of the Company's point of delivery ("Customer-Owned Facilities"). The municipality shall be responsible for maintaining the Customer Owned Facilities in good working order. Customer shall contract with a Company-approved third party for installation and maintenance ("Approved Contractor") of the Customer-Owned Facilities and Customer shall be responsible for any costs associated with the installation and maintenance of the Customer-Owned Facilities.

For service under this schedule, municipality is required to attach identification, such as a sticker, on each fixture that it owns indicating its ownership and lamp wattage.

This Schedule is only available after the municipality has purchased all street lighting facilities from the Company at pricing approved by the Commission which shall be based upon EML's net book value of its street lighting facilities. The street lighting facilities purchase shall be effectuated through a separate agreement.

Company's service is limited only to the supply of energy for street lighting and verification of voltage at the point of connection to the Municipality's equipment when requested, along with the use of certain specified distribution poles for lighting facilities attachments. Customer's lighting facilities must be equipped with photocells that permit only dusk-to-dawn operation.

Service is for the exclusive use of unmetered lighting by the Customer and shall not be resold or shared with others or used for other electrical consumption equipment or facilities. Nothing herein precludes Customer and the Company from separately agreeing that the Company would provide other services or equipment to Customer subject to separate agreement.

**III. NET MONTHLY BILL**

A. Option A - Fixture is installed on a light only Customer-owned pole (MOMSLA):

Fixed Charge	\$1.12 per fixture per month
Plus	
Energy Charge	\$0.08860 per kWh for all kWh

B. Option B - Fixture is installed on a Company-owned distribution pole (MOMSLB):

Fixed Charge	\$1.12 per fixture per month
Plus	
Energy Charge	\$0.08860 per kWh for all kWh
Plus	
Attachment Fee	\$0.71 per fixture per month

C. The monthly billing kWh will be determined by the Company based on 4,000 annual hours and the type, rating, and quantity of lighting equipment from the inventory provided by Customer.

D. APPLICABLE RIDERS AND ADJUSTMENTS

The Company periodically may propose modifications to the charges above subject to the below adjustments:

First - Plus or minus an amount determined in accordance with Company's effective Energy Cost Recovery Rider on file with the Mississippi Public Service Commission.

Second - Plus or minus a percentage adjustment on the pre-tax billing sufficient to compensate Company for any increase in income taxes above the 1993 level or to reduce Customer's billing to adjust for any decrease in any effective income tax rates.

Upon any change in the effective rates of income taxes the Company will file within 30 days the percentage adjustment to be applied for the remainder of the year based on operations for the prior calendar year. Subsequently the percentage adjustment to be applied during a year will be filed with the Commission prior to February 1 of each year and will be based on the prior calendar year's operations. The adjustment will be such percentage as may be necessary to obtain the same after-tax income under the effective tax rates as would have been realized under the income tax rates in effect for the year 1993 without this income tax adjustment.

Third - Plus the applicable proportionate part of any directly allocable tax, impost, or assessment imposed, or levied by any governmental authority, which is assessed or levied against the Company or directly affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, Customers, or rates of, or revenue from electric power and energy or service sold, or on the volume of the energy generated, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible.

#### **IV. CONDITIONS OF SERVICE**

1. At the time Customer contracts for service under this Schedule, the Customer shall provide Company with a written inventory of all facilities for which Customer requests such service. This inventory shall include the location, type, and wattage rating for each fixture beyond the unmetered point of delivery. Customer shall also provide updates of any changes in inventory for the type and wattage rating of fixtures, and other facilities within 30 days of such changes and billings will be adjusted accordingly. Customer will provide a full inventory of all facilities and their locations by informing the Company annually in writing on or before December 31<sup>st</sup> of each calendar year.

Requests for additions of new streetlights or facilities attached to Company's distribution pole will be submitted in the format approved by the Company on a Company form provided for such purpose.

2. Customer agrees that no additional devices other than the facilities under contract will be installed on or adjacent to unmetered facilities without approval from the Company. Any other usage of unmetered (kilowatt-hours) electricity will be determined on a case-by-case basis at the sole discretion of the Company and any such kilowatt-hour usage will be established in a letter agreement between the Company and the Customer prior to installation.
3. Company reserves the right to inspect the facilities location and make prospective adjustments in billing as indicated by such inspections; however, Company shall be under no obligation to conduct such inspections for the purpose of determining accuracy of billing or otherwise. Company's decision not to conduct such inspections shall not release Customer from the obligation to provide to Company, and to update, an accurate inventory of the types, ratings, and quantities of lighting equipment upon which billing is based. At least once every 2.5 years, Customer will contract with a third party for an audit of the lighting facilities. Customer is responsible for cost of such audit and for providing a copy of audit findings to the Company.
4. As this service is unmetered, Customer agrees to pay amounts billed in accordance with the current inventory, regardless of whether any of the installations of Customer's Facilities were electrically operable during the period in question and regardless of the cause of any such of the Facilities failure to operate, including any force majeure or other event outside Customer's or Company's control.
6. Customer is responsible for attachment costs and will enter into an Attachment Agreement with the Company and will be required to pay Attachment Fees in accordance with that agreement at the rates indicated herein.

#### **V. PERIOD**

The Period shall be for the life of existing and new installations. The Company is and shall be under no future obligation to re-purchase the municipal lighting system or have any future obligations with respect to maintenance, repair, or replacement for any part of the municipal lighting system.

#### **VI. POINT OF DELIVERY**

The Point of Delivery is where Customer's facilities interconnect to Company's distribution system. In no event will the point of delivery extend to any Customer-owned poles.

**VII. RESERVATION**

Subject to orders of regulatory authorities having jurisdiction and to the provisions of Company's Service Policy on file with the Mississippi Public Service Commission, to the extent they do not conflict herein.

Nothing provided herein shall be construed in any way to prohibit the Company from fully recovering through its base rates and other rate schedules any costs remaining on its books related to municipal lighting facilities. The Company shall be allowed to continue to include any remaining net book value after purchase of street lighting facilities from the Company in rate base and recover the associated costs in base rates.

**VIII. LIABILITY/INDEMNITY**

Approved Contractor performing work on behalf of Customer shall at all times be required to maintain an insurance policy of no less than three million dollars (\$3,000,000) with the Company listed as additional insured, to be paid to the Company in the event the Company is held in any way liable for tort claims arising from Customer's or Approved Contractor's use of or proximity to Company's energized facilities.