

## NANTUCKET ELECTRIC COMPANY

STREET LIGHTING – OVERHEAD – CUSTOMER OWNED EQUIPMENT S-2  
RETAIL DELIVERY SERVICE

## AVAILABILITY

Street Lighting Service is available under this rate for street lighting installations owned by any city or town or other public authority, hereinafter referred to as the Customer, pursuant to an agreement to be entered into by the Customer and the Company and in accordance with the qualifications and the specifications hereinafter set forth:

1. For municipal-owned or accepted roadways, including those classified as “private areas” for which a municipality has agreed to supply street lighting service.
2. For municipal-owned or accepted parking lots, driveways, and park walkways, if served through overhead conductors where such equipment is accessible to company motorized equipment.
3. Not for limited access highways and the access and egress ramps thereto.

This rate is available for overhead service only, and only for street lighting equipment within a geographic area, the minimum area being an entire street. This rate is closed for service to new applicants or lights effective March 1, 1998.

## ADJUSTMENT FOR CABLE FACILITIES SURCHARGE

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s Cable Facilities Surcharge Provision to reflect costs related to the Company’s cable facilities.

## RATE ADJUSTMENT PROVISIONS

The charges for delivery service under this rate shall be subject to adjustments pursuant to the following provisions:

Attorney General Consultant Expenses Provision  
 Basic Service Adjustment Provision  
 Energy Efficiency Provision  
 Pension/Post-retirement Benefits Other than Pension Mechanism Provision  
 Net Metering Provision  
 Renewable Provision  
 Renewable Energy Recovery Provision  
 Residential Assistance Adjustment Provision  
 Revenue Decoupling Mechanism Provision  
 Capital Investment Recovery Provision  
 Smart Grid Adjustment Provision  
 Solar Cost Adjustment Provision  
 Storm Fund Replenishment Provision  
 Transition Cost Adjustment Provision

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## TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

## BASIC SERVICE

Any Customer who does not have a supplier other than the Company will receive and pay the Company for Basic Service in accordance with the terms and price for Basic Service established by the Department of Public Utilities.

## INSTALLATION, REMOVAL OR REPLACEMENT CHARGE

The Company will charge per fixture (bracket, luminaire, conductors, and ancillary equipment) each time a fixture or its separate components are installed, removed or replaced unless the installation, removal or replacement is at the convenience of the Company. If the installation, removal and replacement of a luminaire are done at the same time, resulting in one site visit, the Customer will be charged one time per lighting facility. If the removal, replacement and installation are done at two different times resulting in two site visits, the Customer will be charged once for the removal and once for the replacement/installation of each lighting facility.

## RELOCATION CHARGE

The Company will charge a Relocation Charge per luminaire if the Customer desires to relocate an existing luminaire onto another pole.

## RATE

The Company will undertake such service and maintenance of lamps and photoelectric controls of Company-approved Customer-owned street light equipment and will charge the Customer costs at the following rates:

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
<u>High Pressure Sodium Vapor</u>						
	Roadway	4,000	50	LUM HPS RWY 50W	255	\$34.57
		6,300	70	LUM HPS RWY 70W	359	\$39.67
		9,600	100	LUM HPS RWY 100W	493	\$45.82
		16,000	150	LUM HPS RWY 150W	722	\$55.66
		27,500	250	LUM HPS RWY 250W	1,269	\$80.27
		50,000	400	LUM HPS RWY 400W	1,962	\$111.34
		140,000	1,000	LUM HPS RWY 1000W	4,618	\$254.71

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## RATE (CONTINUED)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
Floodlight		27,500	250	LUM HPS FLD 250W	1,269	\$96.50
		50,000	400	LUM HPS FLD 400W	1,962	\$127.77
<u>Mercury Vapor</u>						
Roadway		4,400	100	LUM MV RWY 100W	543	\$40.94

2. Support and Accessory Charges:

An additional annual charge, as enumerated below in the schedule of support and accessory charges, will be applied where the Company is requested to furnish a suitable wood pole, foundation or other accessory and applicable overhead delivery service for the sole purpose of supporting a luminaire. If, at a future date, the support is used for any purpose other than for supporting a street and/or floodlight luminaire, the support charge will be terminated.

<u>Service Type</u>	<u>Support Type</u>	<u>Description</u>	<u>Annual Support Charge per Unit</u>
<u>Overhead Service</u>			
	<u>Non-Distribution Pole</u>		
	Wood Pole	POLE-WOOD	\$51.78

3. Other Fees and Charges:

Additional fees or charges as enumerated below in the schedule of fee and charge prices will be applied per unit application pursuant to applicable Customer requests and/or in association with terms and conditions of separate agreements specific to attachments to the foregoing support types as stated in Section 2 – Support and Accessory Charges. Applicable charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company, the conditions which created the need for the Customer request were determined to be the result of Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Installation Charge	\$80.00 per luminaire
Removal Charge	\$80.00 per luminaire
Replacement Charge	\$80.00 per luminaire
Relocation Charge	\$100.00 per luminaire
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.

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## RATE (CONTINUED)

4. Rate for Retail Delivery Service

Customers receiving delivery service under this rate shall be charged the applicable charges contained in the Summary of Electric Service Rates Tariff as in effect from time to time.

## DETERMINATION OF MONTHLY BILL FOR OVERHEAD – CUSTOMER-OWNED EQUIPMENT

The monthly bill will be based on the following:

1. Facility Charges

The Luminaire Charges and the Support and Accessory Charges will be based on the annual rates above divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire. The monthly kWh amount shall be determined by allocating the number of annual operating hours for lights among the months as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

Monthly Operating Hours

January	442	July	267
February	367	August	301
March	363	September	338
April	309	October	392
May	280	November	418
June	251	December	447

3. Other Fees and Charges

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreement or license terms and conditions between the Customer and the Company will be imposed according to the agreements, licenses or as specified in the Terms and Conditions for Distribution Service, Appendix A, and presented as adjustments on the Customer's bill.

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## FAILURE OF LIGHTS TO OPERATE

Should any light or lights fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the energy price of such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual operating time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and, without limiting the generality of the foregoing, will not apply in cases when such failure is due to an act of God, an act or order of any public authority, or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

## LOCATION OF STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where street and area lights will be placed and the type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/linaires selected by the Customer or the adequacy of the resulting lighting.

## DISCLAIMER OF LIABILITY

The Company's duties and obligations under this tariff extend only to the Customer, and not to any third parties. The Company does not assume and specifically disclaims any liability to third parties arising out of the Company's obligations to the Customer under this section.

## EQUIPMENT

The customer shall be responsible for specifying a particular type and size of lamp, luminaire and other facilities as contained in this tariff. All equipment shall be of utility grade and shall conform to the standards set forth by the Company. The Company reserves the right to refuse to install any equipment which, in its opinion, does not conform to its standards.

## DEFECTIVE AND/OR DAMAGED EQUIPMENT

The Company shall maintain, repair and replace the photoelectric controls and lamps at no cost to the Customer. At the Customer's request, the Company will install, replace or remove the bracket, conductors, luminaires and ancillary equipment. The Customer is responsible for providing the Company with the necessary equipment other than the lamps and photocells for installation, replacement or removal. The Customer is also responsible for the charges for the installation, replacement or removal of the equipment. Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor for repairing or replacing the unit. The Customer is responsible for providing the material required to repair or replace the unit in those instances of excessive damage. Excessive damage is defined as a pole, lamp, or photo cell which has been broken or damaged more than once in a twelve month period. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

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## RELAMPING

All inoperable lamps will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

## CREW PROTECTION

The Customer shall be responsible for the cost of any police details or road flaggers for services provided under this rate.

## PHOTOELECTRIC CONTROLS

Defective photoelectric controls will be replaced at no extra charge.

## NOTIFICATION

The Customer will give six months written advance notification of requests for installation, relocation, or removal of lights.

## TERM OF AGREEMENT

Five years. After five years have passed, the agreement will be automatically renewed until such time as one party notifies the other party, in writing, that it intends to terminate the agreement. Written notice of the intent to terminate the agreement must be given at least 45 days prior to the requested date of termination.

## FARM DISCOUNT

Customers who meet the eligibility requirements for being engaged in the business of agriculture or farming as defined in M.G.L. Chapter 128 Section 1a at their service location are eligible for an additional discount from their distribution service rates. The discount will be calculated as 10% of the Customer's total bill for service provided by the Company before application of this discount. Customers who meet the requirements of this section must provide the Company with appropriate documentation of their eligibility under this provision.

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.