

NANTUCKET ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

AVAILABILITY

Service is available under this rate for street and area lighting – full service applications owned by the Company to any Customer, inclusive of municipalities, governmental entities or other public authorities, herein after referred to as municipal Customer, and private individuals, developers, contractors and incorporated organizations 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 municipal Customer has agreed to supply street and area lighting service. Roadway lighting is not available to private individuals where it may trespass onto a public roadway.
2. For municipal-owned or accepted parking lots, driveways, and park walkways, if served through overhead conductors.
3. For municipal-owned or accepted parking lots, driveways, and park walkways when underground delivery service to these areas is available where underground secondary voltage conductors exist within a radial distance not to exceed 20 feet. For circumstances requiring underground delivery service in excess of 20 feet, the Customer is responsible to compensate the Company for such excess as a contribution in aid of construction in accordance with all applicable Company policies.
4. Area lighting service is available under this rate to any Customer where the necessary luminaires can be supported on the Company’s existing poles and where such service can be supplied directly from existing secondary voltage circuits. Where the necessary luminaires cannot be supported on existing utility infrastructure, wood poles may be furnished in place in accordance with the schedule of Support and Accessory Charges listed below under RATE, Section 2, provided no such pole is more than one span from an existing overhead secondary facility.
5. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting equipment.
6. Service under this rate is not available for locations inaccessible by standard Company motorized equipment, limited access highways, bridges, tunnels and the access and egress ramps thereto.
7. In applications where revenue from the planned street or area lighting facilities will be insufficient to compensate for the excessive incremental installation costs associated with, but not limited to, rock excavation or hardscape restoration, the Company, at its sole discretion, may elect not to provide street or area lighting service or the Customer agrees to compensate the Company for the incremental installation costs as a contribution in aid of construction in accordance with all applicable Company policies.
8. Temporary Turn Off Service under this tariff is available to any municipal Customer that has requested to temporarily discontinue lighting service received under this rate. Temporary Turn Off Service under this tariff provides for the Company’s lighting facilities to remain in place in anticipation of reinstatement of Street and Area Lighting – Full Service. The Customer shall be allowed to temporarily turn off Street and Area Lighting - Full Service and will be billed under this tariff in accordance with the Temporary Turn Off Service provision included in this tariff, provided that the Customer has complied with all provisions and terms of the Company’s Street and Area Lighting - Full Service provisions of this tariff and any related service agreements.

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9. The permanent discontinuance of Street and Area Lighting Service is available under this tariff to any Customer that has complied with all provisions and terms of this tariff, any related service agreements and has requested permanent discontinuance, whereas such discontinuance is the cessation of this tariff service and constitutes the complete removal or in-place retirement of the Company's facilities at the location at which this service is discontinued. Permanent discontinuance of service is further described below.
10. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified street and area lighting facilities is the responsibility of the Customer.
11. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.

I. STREET AND AREA LIGHTING – FULL SERVICE

RATE

The annual charges below are applicable to all street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

1. Luminaire Charges:

<u>Lamp Type</u>				<u>Annual Luminaire Charge per Unit</u>		
<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>through Oct. 31, 2019</u>	<u>beginning Nov. 1, 2019</u>
<u>Incandescent*</u>						
Roadway	1,000*	105	LUM INC RWY 105W	438	\$66.60	\$86.47
	2,500*	205	LUM INC RWY 205W	856	\$90.83	\$123.36
<u>Mercury Vapor*</u>						
Roadway	4,400*	100	LUM MV RWY 100W	543	\$69.49	\$92.02
	8,500*	175	LUM MV RWY 175W	881	\$84.80	\$116.88
	13,000*	250	LUM MV RWY 250W	1,282	\$113.29	\$158.36
	23,000*	400	LUM MV RWY 400W	1,991	\$155.07	\$221.72
	63,000*	1,000	LUM MV RWY 1000W	4,572	\$302.81	\$447.32
Post Top	4,400*	100	LUM MV POST 100W	543	\$79.64	\$103.80
	8,500*	175	LUM MV POST 175W	881	\$110.78	\$147.03
Floodlight	23,000*	400	LUM MV FLD 400W	1,991	\$175.31	\$245.20
	63,000*	1,000	LUM MV FLD 1000W	4,572	\$344.91	\$496.17

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RATE (CONTINUED)

Lamp Type				Annual kWh	Annual Luminaire Charge per Unit	
Luminaire Type	Lumen Rating	Nominal Wattage	Description		through	beginning
					Oct. 31, 2019	Nov. 1, 2019
High Pressure Sodium Vapor						
Roadway						
	4,000	50	LUM HPS RWY 50W	255	\$69.94	\$86.50
	6,300	70	LUM HPS RWY 70W	359	\$85.98	\$107.30
	9,600	100	LUM HPS RWY 100W	493	\$93.83	\$119.22
13,000 (Ret)*	150		LUM HPS RWY 150W	758	\$103.94	\$136.51
	16,000	150	LUM HPS RWY 150W	722	\$105.20	\$137.22
	27,500	250	LUM HPS RWY 250W	1,269	\$140.73	\$189.93
	50,000	400	LUM HPS RWY 400W	1,962	\$200.91	\$274.30
	140,000*	1,000	LUM HPS RWY 1000W	4,618	\$323.50	\$472.30
Floodlight						
	6,300*	70	LUM HPS FLD 70W	359	\$172.15	\$207.28
	27,500	250	LUM HPS FLD 250W	1,269	\$196.93	\$255.14
	50,000	400	LUM HPS FLD 400W	1,962	\$238.36	\$317.75
	140,000*	1,000	LUM HPS FLD 1000W	4,618	\$374.60	\$531.59
Post Top						
	4,000**	50	LUM HPS POST 50W	255	\$156.91	\$187.42
	9,600**	100	LUM HPS POST 100W	493	\$164.72	\$201.47
Wallighter						
27,500 (12 Hr.)*		250	WALL HPS 250W 12 HR	1,332	\$164.63	\$218.98
27,500 (24 Hr.)		250	WALL HPS 250W 24 HR	2,663	\$188.57	\$274.70
Metal Halide						
Floodlight						
	32,000	400	LUM MH FLD 400W	1,883	\$228.31	\$304.43
Light Emitting Diode						
Roadway						
	2,112	20	LUM LED RWY 20W	88	\$90.71	\$107.10
	2,600	25	LUM LED RWY 25W	109	\$90.42	\$107.20
	4,800	48	LUM LED RWY 48W	206	\$100.94	\$121.44
	11,600	96	LUM LED RWY 96W	405	\$158.56	\$192.48
	25,000	210	LUM LED RWY 210W	881	\$206.93	\$258.59
Post Top						
Traditional Style 3,000**		50	LUM LED POST 50W	213	\$147.38	\$175.48

* No further installation or relocation of this type and size light after the effective date of this rate.

** Post top luminaire installations will only be permitted for the "Traditional" luminaire style and only in underground development areas after the effective date of this rate.

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The Company shall use its best efforts to replace existing lights with LED within a reasonable length of time after receipt of the written notice requesting such replacement. The Company reserves the right to be flexible in responding to the Customer's request. However, the Company shall complete all requests according to a mutually accepted schedule between the Customer and the Company upon receipt of written notice.

2. Support and Accessory Charges:

An additional annual charge as enumerated below in the schedule of support and accessory prices will be applied to the foregoing charges for the luminaire type as stated in Section 1 – Luminaire Charges where the Company is requested to furnish a suitable wood pole, standard, foundation or other accessory and applicable delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

		Annual Support Charge per Unit	
<u>Service Type</u>		through <u>Oct. 31, 2019</u>	beginning <u>Nov. 1, 2019</u>
<u>Support Type</u>	<u>Description</u>		
<u>Overhead Service</u>			
<u>Non-Distribution Pole</u>			
Wood Pole	POLE-WOOD	\$56.63	\$65.70
Shared Wood Pole	POLE-WOOD ½ CHG	\$28.31	\$32.84
<u>Underground Service</u>			
<u>Non-Metallic Standard</u>			
Fiberglass without Foundation	POLE FIBER PT <25	\$125.86	\$146.03
Fiberglass with Foundation <25 ft.	POLE FIBER RWY <25	\$116.19	\$134.81
Fiberglass with Foundation =>25 ft.	POLE FIBER RWY => 25	\$194.25	\$225.39
<u>Metallic Standard</u>			
Metallic Direct Embedded, (No Foundation)*	POLE METAL EMBEDDED	\$168.22	\$195.19
Metallic with Foundation	POLE METAL => 25FT	\$235.46	\$273.21
Shared Metallic Standard with Foundation	POLE METAL ½ CHG	\$117.72	\$136.59
<u>Accessory Type</u>			
<u>Foundation</u>			
Concrete Foundation	FOUNDATION ONLY CHG	\$100.00	\$100.00

* No further installation or relocation of this type of support or accessory after the effective date of this rate.

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

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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>
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.

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.

CUSTOMER PURCHASE AND MAINTENANCE OF STREETLIGHTS

Customers, specifically municipalities limited to cities and towns, under this Tariff shall have the option to purchase and maintain street lighting facilities by executing a separate agreement with the Company specifying the facilities purchased and price, and assigning to the Customer all rights, responsibilities, and obligations associated with the luminaire or other non-distribution street light pole or standard ownership and maintenance. The agreement shall require the Customer to assume all liability and indemnify the Company for all damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the luminaires and non-distribution street light poles or standards so purchased, and the Company shall have the right to require the Customer to purchase insurance or a bond naming the Company as beneficiary to assure such indemnification and assumption of liability is effective. Under no circumstance shall the Company have the obligation to maintain facilities and equipment sold to the Customer absent the execution of a separate agreement for maintenance. All facilities and equipment purchased pursuant to this provision shall be on an AS IS basis without any warranty, whether express or implied. The Company will charge and the Customer will pay distribution, transmission, transition, DSM and renewables charges, and any other charges the Department deems appropriate, in accordance with a separate tariff established by the Company and approved by the Department.

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
- Capital Investment Recovery Provision
- Electric Vehicle Program Provision
- Energy Efficiency Provision
- Net Metering Provision
- Pension/Post-retirement Benefits Other than Pension Mechanism Provision
- Performance-Based Ratemaking Provision
- Renewable Provision
- Renewable Energy Recovery Provision

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Residential Assistance Adjustment Provision
 Revenue Decoupling Mechanism Provision
 Smart Grid Adjustment Provision
 SMART Provision
 Solar Cost Adjustment Provision
 Storm Fund Replenishment Provision
 Tax Credit Provision
 Transition Cost Adjustment Provision
 Vegetation Management Pilot Provision

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge determined 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.

HOURS OF OPERATION

All street and area lights will be operated through the use of a photoelectric device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

DETERMINATION OF MONTHLY BILL FOR STREET AND AREA LIGHTING – FULL SERVICE

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 above. 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.

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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.

RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

FAILURE OF LIGHTS TO OPERATE

Should any light or lights which are owned and maintained by the Company fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the charges under this rate, other than the Support and Accessory Charge, for 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 case such failure is due to an act of God or 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/ luminaires selected by the Customer or the adequacy of the resulting lighting.

RELOCATION OF LIGHTING FACILITIES

A Customer may request the relocation of existing street and area lighting facilities, owned by the Company, to another Customer specified location which meets all aforementioned terms and conditions of this tariff. The Customer will be responsible for all costs associated with the relocation as determined by the Company including but not limited to the removal/retirement costs of non-transferable facilities, the installation of new facilities as required, the relocation of existing facilities, any electric system reconfiguration and all site restoration. The relocated facilities will continue to be billed under the Customer account as originally represented prior to relocation.

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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.

EXCESSIVE DAMAGE

Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as any lighting facility component such as pole, lamp, luminaire or conductors, being 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.

ATTACHMENTS

The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined within this tariff.

TERM OF AGREEMENT

Two years. Upon expiration of the initial or any subsequent period of any agreement, it will continue for additional periods of one year unless, either party has given to the other at least a six month written notice that it desires to have the agreement terminated.

PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue lighting facilities, owned by the Company, at no cost to the Customer, limited to a quantity not to exceed one (1) percent of the total number of lighting assemblies assigned to the Customer's billing account under this tariff within the given calendar year. The request by a Customer for the permanent discontinuance of the lighting in excess of one (1) percent as stated above may be performed by mutual agreement upon payment by the Customer to the Company in an amount equal to the sum of the unamortized balance of the original installation cost, removal and restoration costs and any street light reconfiguration costs to maintain all other active lights.

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.

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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.

II. STREET AND AREA LIGHTING – TEMPORARY TURN OFF SERVICE

RATE

Under the Company's Street and Area Lighting – Temporary Turn Off Service for municipal Customers requesting temporary turn off of the Company's street and area lighting facilities, the Company shall bill the municipal Customer the following charges:

1. Luminaire Charges:

				Annual Temporary Turn Off Charge per Unit		
<u>Lamp Type</u>	<u>Lumen</u>	<u>Nominal</u>	<u>Description</u>	<u>Annual</u>	<u>through</u>	
<u>Luminaire Type</u>	<u>Rating</u>	<u>Wattage</u>			<u>Oct. 31, 2019</u>	<u>beginning</u>
				<u>kWh</u>	<u>Nov. 1, 2019</u>	
<u>Incandescent</u>						
Roadway						
	1,000	105	LUM INC RWY 105W TT	n/a	\$39.62	\$53.43
	2,500	205	LUM INC RWY 205W TT	n/a	\$54.04	\$76.23
<u>Mercury Vapor</u>						
Roadway						
	4,400	100	LUM MV RWY 100W TT	n/a	\$41.34	\$56.86
	8,500	175	LUM MV RWY 175W TT	n/a	\$50.45	\$72.23
	13,000	250	LUM MV RWY 250W TT	n/a	\$67.40	\$97.86
	23,000	400	LUM MV RWY 400W TT	n/a	\$92.26	\$137.02
	63,000	1,000	LUM MV RWY 1000W TT	n/a	\$180.17	\$276.44
Post Top						
	4,400	100	LUM MV POST 100W TT	n/a	\$47.38	\$64.14
	8,500	175	LUM MV POST 175W TT	n/a	\$65.91	\$90.86
Floodlight						
	23,000	400	LUM MV FLD 400W TT	n/a	\$104.30	\$151.53
	63,000	1,000	LUM MV FLD 1000W TT	n/a	\$205.22	\$306.63
<u>High Pressure Sodium Vapor</u>						
Roadway						
	4,000	50	LUM HPS RWY 50W TT	n/a	\$41.61	\$53.45
	6,300	70	LUM HPS RWY 70W TT	n/a	\$51.15	\$66.31
	9,600	100	LUM HPS RWY 100W TT	n/a	\$55.82	\$73.67
	13,000(Ret)	150	LUM HPS RWY 150W TT	n/a	\$61.84	\$84.36
	16,000	150	LUM HPS RWY 150W TT	n/a	\$62.59	\$84.80
	27,500	250	LUM HPS RWY 250W TT	n/a	\$83.73	\$117.37

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					Annual Temporary Turn Off Charge per Unit	
<u>Lamp Type</u>	<u>Lumen</u>	<u>Nominal</u>		<u>Annual</u>	<u>through</u>	<u>beginning</u>
<u>Luminaire Type</u>	<u>Rating</u>	<u>Wattage</u>	<u>Description</u>	<u>kWh</u>	<u>Oct. 31, 2019</u>	<u>Nov. 1, 2019</u>
<u>High Pressure Sodium Vapor (Continued)</u>						
Roadway						
	50,000	400	LUM HPS RWY 400W TT	n/a	\$119.54	\$169.51
	140,000	1,000	LUM HPS RWY 1000W TT	n/a	\$192.48	\$291.88
Floodlight						
	6,300	70	LUM HPS FLD 70W TT	n/a	\$102.42	\$128.09
	27,500	250	LUM HPS FLD 250 W TT	n/a	\$117.17	\$157.67
	50,000	400	LUM HPS FLD 400W TT	n/a	\$141.82	\$196.36
	140,000	1,000	LUM HPS FLD 1000W TT	n/a	\$222.88	\$328.52
Post Top						
	4,000	50	LUM HPS POST 50W TT	n/a	\$93.36	\$115.82
	9,600	100	LUM HPS POST 100W TT	n/a	\$98.00	\$124.50
Walllighter						
	27,500 (12 Hr.)	250	WALL HPS 250W 12 TT	n/a	\$97.95	\$135.32
	27,500 (24 Hr.)	250	WALL HPS 250W 24 TT	n/a	\$112.19	\$169.76
<u>Metal Halide</u>						
Floodlight						
	32,000	400	LUM MH FLD 400W TT	n/a	\$135.84	\$188.13

2. Support and Accessory Charges:

<u>Support and Necessary Charges</u>		Annual Temporary Turn Off <u>Charge per Unit</u>	
<u>Service Type</u>		through <u>Oct. 31, 2019</u>	beginning <u>Nov. 1, 2019</u>
<u>Support Type</u>	<u>Description</u>		
<u>Overhead Service</u>			
<u>Non-Distribution Pole</u>			
Wood Pole	POLE - WOOD TEMPOFF	\$33.69	\$40.60
Shared Wood Pole	POLE - WOOD ½ CHG TT	\$16.84	\$20.29
<u>Underground Service</u>			
<u>Non-Metallic Standard</u>			
Fiberglass without Foundation	POLE FIBER PT <25TT	\$74.88	\$90.24
Fiberglass with Foundation<25 ft.	POLE FIBERRWY <25TT	\$69.13	\$83.31
Fiberglass with Foundation =>25 ft.	POLE FIBERRWY=>25TT	\$115.57	\$139.29
<u>Metallic Standard</u>			
Metallic Direct Embedded, (No Fdn)	POLE METAL EMB TT	\$100.09	\$120.62
Metallic with Foundation	POLE METAL =>25TT	\$140.09	\$168.84
Shared Metallic Standard with Foundation	POLE METAL 1/2 CHG TT	\$70.04	\$84.41

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<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Reactivation Charge	\$25.00
Crew Protection	Customer Responsibility

DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

1. Facility Charges

The monthly bill will be based on the annual Temporary Turn Off Charges above. The monthly charge will be based on the annual charge 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.

MAINTENANCE

Temporary Turn Off Service under this tariff does not include routine maintenance of lighting facilities temporarily discontinued by the municipal Customer.

NOTICE FOR TEMPORARY TURN OFF SERVICE

In order for a municipal Customer to be served under the Temporary Turn Off Service provision of this tariff, the municipal Customer must provide written notice to the Company requesting such temporary turn off service. Such notice shall take the form of that provided by the Company and shall include the specific identification of Company street and area lighting facilities to be temporarily turned off and the estimated length of the temporary discontinuance, however, shall be a minimum length of one year to a maximum length of three years. Such identification shall include sufficient information for the Company to easily locate its street and area lighting facilities to be temporarily turned off for the purpose of turning off (red capping) the facilities.

The Company shall use its best efforts to turn off retail delivery service to its street and area lighting facilities within a reasonable length of time after receipt of the written notice required above. Depending upon the number of street and area lighting facilities to be temporarily turned off and the availability of the Company's crews, the Company may schedule such turn off over a period of time to allow for efficient operations. The Company reserves the right to be flexible in responding to the Customer's request. However, the Company shall complete all requests according to a mutually accepted schedule between the municipal Customer and the Company upon receipt of written notice.

CREW PROTECTION

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

REINSTATEMENT OF STREET AND AREA LIGHTING – FULL SERVICE

The provision of this service by the Company is predicated on the municipal Customer reinstating Street and Area Lighting – Full Service. The municipal Customer's request to reinstate all or a portion of the Company's street and area lighting facilities served under this rate, after complying with the term of service provision of this tariff, must be in written form and identify the specific street and area lighting facilities for the Company to reinstate. Upon receipt

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of the municipal Customer's request, the Company shall use its best efforts to return the street and area lighting facilities to full lighting service as soon as possible after receiving the request. However, the Company reserves the right to flexibility in scheduling the reinstatement in an appropriate manner based on crew availability and the quantity of street and area light facilities requested to be reinstated. If the Customer requests reinstatement of the Street and Area Lighting – Full Service prior to the minimum term of one year, the Company will charge the Customer a reactivation charge per street or area lighting facility.

TERM OF SERVICE

The municipal Customer may remain on this provision of the tariff for a maximum period of three years. At the end of the three year period, the Customer must provide written notice for (i) the municipal Customer's return to Street and Area Lighting - Full Service under this tariff as provided for above, (ii) the permanent discontinuance of the street or area lighting facilities, as provided for above in Section I, or (iii) the Customer's ability to take advantage of another available lighting tariff for retail delivery service to the street and area lighting facilities. The Company will continue to bill the Temporary Turn Off Charge until such time as the street and area lighting facilities are transferred to another delivery service selected by the Customer, or as assigned by the Company following the maximum three year term of service.

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.