

## NANTUCKET ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3  
RETAIL DELIVERY SERVICE

## AVAILABILITY

Service is available under this rate to any municipal city or town, hereinafter referred to as the Customer, only for street lighting installations served by underground conductors and involving a division of ownership and service as set forth in the options below.

Options

- A. Under this option the Customer agrees to install, own, and maintain all foundations on which the Company will set its standards and luminaires, and all conduit in which the Company will run its circuitry.
- B. Under this option the Customer agrees to install and own all equipment necessary for an underground served street lighting installation, and requests the Company to provide electricity for light operation and service for certain portions of the equipment. This option is closed for service to new customers or lights effective March 1, 1998.

Qualifications

- 1. For municipal-owned or accepted roadways, that includes those classified as “private areas” for which a municipal Customer has agreed to supply street light service.
- 2. For municipal-owned or accepted parking lots, driveways, and park walkways, if served underground.
- 3. Customer-owned installations must be compatible with adjacent company-owned equipment and be in accordance with Company specifications.
- 4. 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.
- 5. Option B is available to a contractor, developer or association of customers, wherein the municipality has not agreed to accept responsibility for future payment of such lights.
- 6. Temporary Turn Off of street lighting service under Option A of this tariff is available to any municipal Customer that has requested to temporarily discontinue street lighting service received under this rate. Temporary Turn Off Service under Option A of this tariff provides for the Company’s street lighting facilities to remain in place in anticipation of reinstatement of Street Lighting – Underground – Full Service. The Customer shall be allowed to temporarily turn off Street Lighting – Underground – Full Service and will be billed under this tariff in accordance with the Temporary Turn Off provision included in this tariff, provided that the Customer has complied with all provisions and terms of the Company’s Street Lighting – Underground – Full Service provisions of this tariff and any related service agreements.
- 7. The permanent discontinuance of street lighting service is also available under Option A of this rate; however, such discontinuance is completed by removal of the Company’s street lighting facilities from the location or in-place retirement of the Company’s facilities at the location at which service is discontinued.

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RETAIL DELIVERY SERVICE**I. STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP – FULL SERVICE**

RATE S-3, OPTION A - for divided ownership and service where the Customer owns foundation and conduit and the Company owns all lighting equipment.

1. Luminaire Charges:Lamp Type

<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>Mercury Vapor*</u>					
Post Top	4,400	100	LUM MV POST 100W	543	\$141.50
Roadway	23,000	400	LUM MV RWY 400W	1,991	\$275.84
<u>High Pressure Sodium Vapor</u>					
Post Top**	4,000	50	LUM HPS POST 50W	255	\$219.56
	9,600	100	LUM HPS POST 100W	493	\$236.01
Roadway	4,000	50	LUM HPS RWY 50W	255	\$83.76
	9,600	100	LUM HPS RWY 100W	493	\$103.12
	27,500	250	LUM HPS RWY 250W	1,269	\$180.75
	50,000	400	LUM HPS RWY 400W	1,962	\$270.87

\* 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 in the “Traditional” luminaire style and only in underground development areas after the effective date of this rate.

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 charge for the luminaire stated in Section 1 – Luminaire Charges where the Company is requested to furnish, install, and connect a suitable standard and applicable underground service as identified below, to the Customer's installed foundation and/or conduit, for the sole purpose of supporting a luminaire assembly.

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<u>Service Type</u>		<u>Annual Support</u>
<u>Support Type</u>	<u>Description</u>	<u>Charge per Unit</u>
<u>Underground Service</u>		
<u>Non Metallic Standard</u>		
All	POLE FIBER W/BASE	\$86.26
<u>Metallic Standard</u>		
All	POLE METAL W/BASE	\$190.20

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>
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.

RATE S-3, OPTION B – for Customer-owned installations where the Company supplies only electricity and service subject to the service provisions hereinafter stated.

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RETAIL DELIVERY SERVICE1. Luminaire Charges:Lamp Type

<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>Mercury Vapor*</u>					
Roadway					
	4,400*	100	LUM MV RWY 100W	543	\$53.35
	8,500*	175	LUM MV RWY 175W	881	\$84.19
	23,000*	400	LUM MV RWY 400W	1,991	\$185.70

High Pressure Sodium Vapor

## Roadway or Post Top

4,000	50	LUM HPS RWY 50W	255	\$40.35
6,300	70	LUM HPS RWY 70W	359	\$51.13
9,600	100	LUM HPS RWY 100W	493	\$63.46
27,500	250	LUM HPS RWY 250W	1,269	\$128.27
50,000	400	LUM HPS RWY 400W	1,962	\$197.05
4,000	50	LUM HPS POST 50W	255	\$40.35

\* No further installation or relocation of this type or size light will be made after the effective date of this rate.

2. 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. 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.

Fee or Charge TypeCharge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service, Appendix A.

2. Rates 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 (Option A)

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

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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 that 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
- 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

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.

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## 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 (Option B)

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 or 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 (Option B)

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

## RELAMPING (Options A &amp; B)

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

## CLEANING (Options A &amp; B)

All fixtures will be cleaned at intervals concurrent with re-lamping.

## PHOTOELECTRIC CONTROL (Options A &amp; B)

Defective photoelectric controls will be replaced as part of this rate at no extra charge.

## DEFECTIVE AND/OR DAMAGED EQUIPMENT (Option B)

Equipment eligible for replacement by the Company will be photoelectric controls and lamps.

Luminaires, poles and brackets damaged by accident or vandalism will be replaced and re-installed by the Customer or re-installed by the Company but only where such equipment is compatible and/or interchangeable with Company-owned equipment and the Customer will be charged an applicable charge.

Foundations, ducts, and wiring within underground ducts, and such other equipment as is not compatible or inter-changeable with Company-owned equipment, must be repaired or replaced by the Customer.

## CREW PROTECTION (Options A &amp; B)

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

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## SPECIAL EQUIPMENT (Option B)

Types of luminaires or standards desired by a customer which are not included in the Company's Construction Standards Book will be considered as special. Before such equipment will be considered for use, it must meet all Company's Standards' requirements. If such equipment is then approved, the annual rate will be determined according to filed rates if possible, or if cost factors do not approximate filed rates, according to cost conditions existing at the time of installation.

The Company reserves the right of final decision on the use of special equipment.

## TERMS OF AGREEMENT - (Options A &amp; B)

Five years unless otherwise specified. Upon expiration of the initial or any subsequent period of any agreement, unless otherwise specified, it will continue for additional periods of one year unless either party has given to the other at least 45 days' written notice prior to the requested date of termination.

## PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES (Option A)

The 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 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 costs, removal and restoration costs and any street light system reconfiguration costs to maintain all other active lights.

## HOURS OF OPERATION (Options A &amp; B)

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

## FAILURE OF LIGHTS TO OPERATE (Options A &amp; B)

Should any light or lights fail to operate the full period provided therefor, 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 (Options A &amp; B)

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.

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## RELOCATION OF LIGHTING FACILITIES (Option A)

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 the relocation.

## DISCLAIMER OF LIABILITY (Options A &amp; B)

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 (Options A&amp;B)

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 a standard, luminaire, lamp or conductor, 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.

## ATTACHMENTS (Option A)

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.

## DETERMINATION OF MONTHLY BILL FOR UNDERGROUND –DIVISION OF OWNERSHIP S-3 (Options A &amp; B)

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 streetlights 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



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by the actual number of days in 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.

## FARM DISCOUNT (Options A &amp; B)

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 (Options A &amp; B)

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. UNDERGROUND – DIVISION OF OWNERSHIP – TEMPORARY TURN OFF SERVICE** (Option A)

## RATE

Upon the Company's temporary turn off of retail delivery service to Customers requesting temporary turn off of the Company's street lighting facilities under Option A of this tariff, the Company shall bill the Customer the following charges for the temporary turn off.

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<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 Temporary Turn Off Charge per Unit</u>
<u>Mercury Vapor</u>					
Post Top	4,400	100	LUM MV POST 100W TT	n/a	\$87.44
Roadway	23,000	400	LUM MV RWY 400W TT	n/a	\$170.46
<u>High Pressure Sodium Vapor</u>					
Post Top	4,000	50	LUM HPS POST 50W TT	n/a	\$135.68
	9,600	100	LUM HPS POST 100W TT	n/a	\$145.85
Roadway	4,000	50	LUM HPS RWY 50W TT	n/a	\$51.76
	9,600	100	LUM HPS RWY 100W TT	n/a	\$63.72
	27,500	250	LUM HPS RWY 250W TT	n/a	\$111.70
	50,000	400	LUM HPS RWY 400W TT	n/a	\$167.39

2. Support and Accessory Charges:

<u>Service Type</u>			
<u>Support Type</u>	<u>Description</u>	<u>Annual Temporary Turn Off Support Charge per Unit</u>	
<u>Underground</u>			
<u>Non Metallic Standard</u>			
All	POLE FIBER BASE TT	\$53.30	
<u>Metallic Standard</u>			
All	POLE METAL BASE TT	\$117.54	

3. Other Fees and Charges:

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

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## DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

1. Facility Charges

The monthly bill will be based on the annual Temporary Turn Off Service rates 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.

## 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 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 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 lighting facilities within a reasonable length of time after receipt of the written notice required above. Depending upon the number of street 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 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 LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP – FULL SERVICE

The provision of this service by the Company is predicated on the Customer reinstating full street lighting service under Option A. The Customer's request to reinstate all or a portion of the Company's street 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 lighting facilities for the Company to reinstate. Upon receipt of the Customer's request, the Company shall use its best efforts to return the street lighting facilities to Street Lighting – Underground – Full Service under Option A, 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 light facilities requested to be reinstated. If the Customer requests reinstatement of Street Lighting – Underground – Full Service, Option A prior to the minimum term of one year, the Company will charge the Customer a reactivation charge per street lighting facility.

## TERM OF SERVICE

The municipal Customer must 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

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Street Lighting - Underground - Full Service under this tariff as provided for above, (ii) the permanent discontinuance of the street lighting facilities, as provided for above in Section I, or (iii) the Customer's ability to take advantage or another available street lighting tariff for retail delivery service to the street lighting facilities. The Company will continue to bill the Temporary Turn Off Charge until such time as the street 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.