

## NANTUCKET ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6  
RETAIL DELIVERY SERVICE

## AVAILABILITY

Service is available under this rate for full service, underground served, decorative street and area lighting applications owned by the Company to any Customer, inclusive of municipalities, governmental entity, other public authority, or commercial developer wherein the municipality has agreed to accept responsibility for future payment of such lights, hereinafter referred to as Customer 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 the municipal Customer has agreed to supply street and area lighting service.
2. Service under this rate is available to any Customer where the decorative street and area lighting facilities can be provided underground delivery service from existing secondary voltage circuits 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.
3. Service under this rate is contingent upon Company ownership and maintenance of the underground delivery service supplied decorative street and area lighting facilities.
4. 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.
5. In applications where revenue from the planned decorative street and 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 decorative street 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.
6. The permanent discontinuance of Decorative 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.
7. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified decorative street and area lighting facilities is the responsibility of the Customer.
8. 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.

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RETAIL DELIVERY SERVICE**I. DECORATIVE STREET AND AREA LIGHTING – FULL SERVICE**

## RATE

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

1. Luminaire Charges:

An annual charge as enumerated below in the schedule of luminaire assembly prices include luminaire, lamp, photoelectric control and all other components to facilitate its operation. The annual charge per luminaire type twin reflects two (2) luminaire assemblies and a post top decorative twin cross arm.

<u>Lamp Type</u>					
<u>Luminaire Type</u>	<u>Lumen</u>	<u>Nominal</u>		<u>Annual</u>	<u>Annual Luminaire</u>
<u>Luminaire Style</u>	<u>Rating</u>	<u>Wattage</u>	<u>Description</u>	<u>kWh</u>	<u>Charge per Unit</u>
<u>High Pressure Sodium Vapor</u>					
<u>Decorative Post Top</u>					
Traditional	4,000	50	DEC HPS TR 50W	255	\$197.88
Traditional	9,600	100	DEC HPS TR 100W	493	\$212.71
Aspen Grove	4,000	50	DEC HPS AG 50W	255	\$303.60
Aspen Grove	9,600	100	DEC HPS AG 100W	493	\$319.49
Williamsville	4,000	50	DEC HPS WL 50W	255	\$341.70
Williamsville	9,600	100	DEC HPS WL 100W	493	\$359.27
<u>Decorative Post Top - Twin</u>					
Traditional	4,000	50	DEC HPS TR-TW 50W	510	\$433.88
Traditional	9,600	100	DEC HPS TR-TW 100W	986	\$463.62
Aspen Grove	4,000	50	DEC HPS AG-TW 50W	510	\$645.37
Aspen Grove	9,600	100	DEC HPS AG-TW 100W	986	\$677.19
Williamsville	4,000	50	DEC HPS WL-TW 50W	510	\$721.60
Williamsville	9,600	100	DEC HPS WL-TW 100W	986	\$756.75

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 per luminaire type as stated in Section 1 – Luminaire Charges where the Company is requested to furnish a suitable decorative standard, foundation or other accessory and applicable underground delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

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<u>Service Type</u>		
<u>Support Type</u>	<u>Description</u>	<u>Annual Support Charge per Unit</u>
<u>Standard Style</u>		
<u>Underground Service</u>		
<u>Decorative Standard</u>		
Villager with Foundation	DEC VILL PT/FDN	\$748.37
Washington with Foundation	DEC WASH PT/FDN	\$779.01
Fiberglass without Foundation	POLE FIBER PT<25 FT	\$154.18

Accessory Type

None

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.

## CUSTOMER PURCHASE AND MAINTENANCE OF DECORATIVE STREET AND AREA LIGHTS

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 purchased facilities 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

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equipment purchased pursuant to this provision shall be on an AS IS basis without any warranty, whether expressed 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
- 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.

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## HOURS OF OPERATION

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

## DETERMINATION OF MONTHLY BILL FOR DECORATIVE STREET AND AREA LIGHTING

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.

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 Services, Appendix A, and presented as adjustments on the Customer's bill.

## RELAMPING

All inoperable lamps and/or photoelectric controls which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of malfunctioning lights.

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## FAILURE OF LIGHTS TO OPERATE

Should any decorative 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 decorative 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 nature 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 DECORATIVE STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where decorative 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.

## 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, 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.

## RELOCATION OF DECORATIVE LIGHTING FACILITIES

A Customer may request the relocation of existing decorative 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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## TERM OF AGREEMENT

The initial term of agreement for decorative street and area lighting under this tariff is two (2) years. Upon expiration of the initial term, the agreement will be continuously renewed until such time as either party has given to the other written notice, not less than six (6) months prior to the date on which the party desires to have the agreement terminated.

## PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue decorative street and area 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 decorative 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 decorative street 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.

## 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.