

NANTUCKET ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

AVAILABILITY

Street and Area Lighting Service is available under this rate to any municipal city or town, governmental entity, or other public authority, hereinafter referred to as Customer, in accordance with the qualifications and specifications set forth below. Any Customer that has purchased designated Company street and area lighting equipment pursuant to G.L. c. 164 § 34A and is receiving service and is subject to the provisions of this tariff that pertain to purchased street and area lighting equipment, shall also be referred to as Municipal Customer solely for the purpose of those specific provisions.

1. Existing Municipal Customers under the Company's Rate S-1, S-3 Option A, S-6, or S-20 that purchase street and area lights and/or dedicated poles, standards or accessories shall be served under this rate, provided that the Municipal Customer has complied with all provisions and terms of the rates and any related service agreements. Service under this rate is contingent upon the execution of a written purchase and sale agreement for the Company's designated street and area lighting equipment, and dedicated poles, standards or accessories, the completed transfer of title to the equipment from the Company to the Municipal Customer, and the execution of a license agreement between the Municipal Customer and the Company.
2. Any Municipal Customer that has purchased street and area lighting equipment pursuant to the Company's Rate S-2, Street Lighting – Overhead – Customer Owned Equipment or Rate S-3 Option B, Street Lighting – Underground – Division of Ownership, shall be served under this rate provided that the Municipal Customer has complied with all provisions and terms of the now closed rates and any related service agreements. The Municipal Customer must have completed all planned conversions from Company-owned street lighting equipment to Customer-owned street lighting equipment and have fulfilled the term of agreement under the applicable tariff. Service under this rate for Rate S-2 or Rate S-3 Option B is contingent upon the execution of a separate service agreement and license agreement between the Municipal Customer and the Company.
3. Street and area light replacements and additions installed by a Municipal Customer pursuant to (1) or (2) above, following its purchase of street and area lights, may be made by providing written notice to the Company.
4. Customers who are not specifically designated as Municipal Customers, as defined above, may make additions of Customer-owned luminaires under this rate by providing written notice to the Company. Service to a Customer under this rate shall be contingent upon the execution of a service agreement between the Customer and the Company.

Street and Area Lighting Service under this rate does not include maintenance of street and area lighting equipment owned by the Customer. The Customer shall be responsible for providing maintenance, and, absent a separate contract between the Company and the Customer, the Company shall have no obligation to maintain facilities and equipment owned by the Customer. The Company reserves the right to transition existing Customers previously under an applicable discontinued service to this Street and Area Lighting Service, whereby the Customer shall be compliant with all terms and conditions as set forth.

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RETAIL DELIVERY SERVICE

I. STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT

RATE

The Energy Charge provides the annual energy consumption (kWh) to be used in conjunction with the hours of operation to facilitate billing for the applicable customer-owned street and area luminaire and lamp combinations below.

1. Annual kWh per Incandescent & High Intensity Discharge (HID) Luminaire:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual kWh</u>
<u>Incandescent</u>				
	Roadway	1,000	105	438
		2,500	205	856
<u>Mercury Vapor</u>				
	Post Top	4,400	100	543
		8,500	175	881
	Roadway	4,400	100	543
		8,500	175	881
		13,000	250	1,282
		23,000	400	1,991
		63,000	1,000	4,572
	Floodlight	23,000	400	1,991
		63,000	1,000	4,572
<u>High Pressure Sodium Vapor</u>				
	Post Top	4,000	50	255
		6,300	100	359
	Roadway	4,000	50	255
		6,300	70	359
		9,600	100	493
		16,000	150	722
		27,500	250	1,269
		50,000	400	1,962
		140,000	1,000	4,618

NANTUCKET ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual kWh</u>
<u>High Pressure Sodium Vapor (Continued)</u>				
	Floodlight			
		27,500	250	1,269
		50,000	400	1,962
	Wallighter			
		27,500 (12 Hr.)	250	1,332
		27,500 (24 Hr.)	250	2,663
<u>Metal Halide</u>				
	Floodlight			
		32,000	400	1,883

2. Annual kWh per Solid State Lighting (SSL) Luminaire:

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual kWh</u>
*Light Emitting Diode (LED)	0.1 to 50.0	25	104
	50.1 to 100.0	75	313
	100.1 to 150.0	125	522
	150.1 to 200.0	175	731
	200.1 to 250.0	225	939
	250.1 to 300.0	275	1,148

* LED Nominal Wattage is inclusive of the total device wattage (LED, driver, and control).

3. Other Fees and Charges:

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.
Field Survey Charge	See License Agreement for Street and Area Lighting, Section 4.1

4. 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.

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RETAIL DELIVERY SERVICE

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

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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RETAIL DELIVERY SERVICE

HOURS OF OPERATION

All street and area 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.

DETERMINATION OF MONTHLY BILL

The monthly bill will be based on the following:

1. 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 street and area 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

2. 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 agreements, 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.

LIABILITY AND INDEMNIFICATION

The Customer has the responsibilities and obligations associated with luminaire and support or accessory ownership and maintenance of the street and area lighting facilities served under this tariff. The Customer assumes all liability and shall indemnify the Company for all damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the street and area lighting facilities, 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 or owned by the Customer absent the execution of a separate agreement for maintenance. All facilities and equipment purchased by a Municipal Customer pursuant to G.L. c. 164 § 34A shall be on an AS IS basis without any warranty, whether express or implied.

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RETAIL DELIVERY SERVICE

FIELD SURVEY CHARGE

As specified in the license agreements executed by the Company and the Customer at the purchase and sale closing, the Company will charge a Field Survey Charge per on-site and/or office survey at the request of the Customer when the Customer intends to either make a new lighting attachment or relocate or alter an existing lighting attachment, in order to determine if the support(s) can safely accommodate the requested lighting attachment.

INVENTORY OF LIGHTS

The Customer shall be responsible for reporting to the Company the number and type of luminaires by location and applicable reference that are operating at any time. The Customer shall provide the Company with a complete listing of all luminaires served under this rate no less than thirty (30) days following any changes to this listing as those changes occur during the year. Such reporting is necessary to ensure that the Company will bill the Customer accurately for the cost of distribution, transmission, transition, demand side management, renewables, and where appropriate, Basic Service. The Company will perform random confirmation of operating lights in a municipality to ensure accuracy of such reports. If the Customer fails to meet the referenced reporting requirements or the identification of unreported lights by the Company, the Company will have the right to terminate service under this tariff and require the Customer to obtain service under an applicable metered service.

TERMINATION OF MUNICIPAL OWNERSHIP

If a Municipal Customer that has purchased designated Company street and area lighting equipment pursuant to G.L. c. 164 § 34A subsequently chooses to terminate its ownership of street and area lighting equipment, the Municipal Customer must provide six months written notice of such termination. Upon termination, the Customer will accept service under the appropriate tariff and shall transfer to the Company the ownership of all street and area lights and poles, standards or accessories previously owned by the Municipal Customer at the time of termination at no cost to the Company, and the Company shall operate and maintain the street and area lighting equipment as part of its street and area lighting system under the appropriate Company-Owned street and area lighting tariff accepted by the Municipal Customer in effect at the time. In the event that the street and area lights and poles, standards or accessories do not conform to the Company's standards, the Municipal Customer shall remove the Municipal Customer's street and area lights from Company-owned poles and discontinue service for street and area lights on Municipal Customer-owned poles or standards.

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.