

**STREET AND SECURITY LIGHTING – CUSTOMER OWNED**

**RATE S-2**

**AVAILABILITY**

Street and security lighting service under this rate schedule is available for street and security lighting installations owned by any city, town, or other public authority, herein referred to as the Customer. Service under this rate is subject to the Company's printed requirements and the Company's Terms and Conditions – Distribution Service, each as in effect from time to time.

**RATE PER MONTH**

Delivery Services:		Eastern Massachusetts	Western Massachusetts
Customer Charge:	As per	M.D.P.U. No. 1	M.D.P.U. No. 2
Distribution:	As per	M.D.P.U. No. 1	M.D.P.U. No. 2
Transition:	As per	M.D.P.U. No. 1	M.D.P.U. No. 2
Transmission:	As per	M.D.P.U. No. 1	M.D.P.U. No. 2

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

**RATE ADJUSTMENTS**

The charges for delivery service shall be subject to the following provisions:

Revenue Decoupling Adjustment Mechanism	Pension Adjustment Mechanism
Residential Assistance Adjustment Clause	Net Metering Recovery Surcharge
Attorney General Consultant Expense	Long Term Renewable Contract Adjustment
Storm Reserve Adjustment Mechanism	Storm Cost Recovery Adjustment
Basic Service Cost Adjustment	Solar Program Cost Adjustment
Transmission Service Cost Adjustment	Transition Cost Adjustment
Renewable Energy Charge	Energy Efficiency Charge
Performance Based Revenue Adjustment	Solar Expansion Cost Recovery Mechanism
Vegetation Management	Miscellaneous Charges
Solar Massachusetts Renewable Target	2017 Tax Act Credit

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**METER READING AND DETERMINATION OF MONTHLY KWH**

The Company shall have the right to inspect and make tests of the Customer's equipment in connection with the determination of wattage and operating period for billing purposes. The Customer shall give the Company prior written notice of changes in the wattage and operating period of installed equipment. In a case in which it is not practicable to determine by meter the kilowatts-hours (kWh) supplied, the charge for the monthly kilowatt-hours supplied shall be determined on the basis of an annual burn hour schedule. The lights for customers under this service will turn on between dusk and dawn, based on the annual hours listed below:

<u>Service Area</u>	<u>Annual Hours</u>
Greater Boston	4,200
Cambridge and South Shore, Cape Cod, and Martha's Vineyard	4,000
Western Massachusetts	4,150

If, in the case of unmetered service, the standard dusk-to-dawn service schedule is being exceeded, as is commonly the case with a fire alarm unit, the charge for the kilowatt-hours supplied in any month shall be determined on the basis of the rated wattage of the light sources and auxiliaries connected at the beginning of the month multiplied by the average monthly burning hours of an 8,760 hours per year schedule, unless a determination of an operating period of shorter duration is made by the Company, in which case the average monthly burning hours of such annual lighting schedule shall be substituted for the 8,760 hours per year schedule.

Optional Midnight Service:

The lights for customers selecting this option will turn off at midnight, and the kWh-based charges for street and security lighting service will be reduced accordingly. Customers shall pay an upfront charge for the incremental cost of controls required to be installed by the Company to provide this service. Such control equipment shall normally be installed during group re-lamping. When such installation is not performed during group re-lamping, the upfront charge shall also include the additional cost of labor associated with the installation. Other costs, such as traffic control, are not included in these charges, and will be charged to the customer as per standard Company practice.

This option is available to customers who elected this service prior to February 1, 2018.

The Company reserves the right of final determination of wattage and operating period for unmetered loads.

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**Customer Controlled Lighting**

Where lighting controls that meet the current ANSI C12.20 standard have been installed that allow for variation from the Company's annual burn hour schedule, the Customer must provide verification of such installation to the Company and a schedule indicating the wattage ratings expected to serve lights subject to the Customer's control and operation. Upon installation and at any time thereafter, the Customer must also provide the Company access, either directly or indirectly, to the data from the Customer's control system in order for the Company to verify the measured energy use of the lighting systems and modify the billed usage as appropriate on a prospective basis. The schedule of wattage ratings may be revised once per year at the request of the Customer. However, it is the Customer's responsibility to immediately notify the Company of any planned or unplanned changes to its scheduled usage to allow for billing adjustments as may be needed.

The charge for the monthly kilowatt-hours shall be determined on the basis of the wattage ratings of the light sources and installed control adjustments established at the beginning of the billing period multiplied by the average monthly hours of the annual burn hour schedule. The wattage ratings shall allow for the billing of kilowatt-hours according to the schedule submitted by the Customer to the Company and reflect any adjustments from the lighting control system including, but not limited to, fixture tuning, dimming, variable dimming, and multiple hourly schedules.

**GENERAL CONDITIONS**

1. The Customer shall be responsible for specifying the type and size (wattage and lumen ratings) of lighting fixtures.
2. Customer shall plainly mark Customer-owned street and security lighting lamppost for the purpose of ownership identification. All street and security lighting facilities provided by the Customer for installation on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system. The Company may refuse to allow the placement of any street and security lighting facilities which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system.
3. A meter will be required on all installations for traffic signals if more than one lamppost is connected.
4. If an installation of Customer-owned street and security lights requires the removal of Company-owned street and security lighting units, the provisions in Rate S-1, as it exists from time to time, shall apply.
5. Street and security lighting service shall not be furnished under both Rate S-1 and Rate S-2 in the same area. An area may be defined as follows: (a) Service locations on public ways that may be shown to be within the lines of a geometric figure. These lines will be other public ways. (b) An

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adjoining portion of a public way that may be shown within the lines of a geometric figure.

6. The Customer shall pay all construction costs for the relocation, replacement, or substitution of existing service associated with the replacement or modification of existing Customer-owned lighting systems. The Customer shall also pay all construction costs for each Customer-owned lighting system each time the street and security lighting unit is transferred to a new pole because of the replacement of an existing pole due to damage or accident.
7. The Customer will furnish, install, and maintain a suitable enclosure for housing the Company's metering equipment as well as a suitable switching or disconnecting device in accordance with the Company's standard practices as adopted from time to time.
8. Execution of a license agreement between the Customer and the Company and any joint owner(s) of the poles is required for all Customer-owned street and security light equipment installed on Company poles, such license not to be unreasonably withheld by the Company.
9. The Customer has the responsibilities and obligations associated with ownership and maintenance of the street and security lighting equipment served under this tariff. For all street and security light equipment installed on Company poles, 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 operations of the street and security lighting equipment, except as such damages, claims or liabilities are based on the Company's negligence, 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 circumstances shall the Company have the obligation to maintain equipment sold to the Customer absent the execution of a separate agreement for maintenance. All equipment purchased pursuant to M.G.L. c. 164 §34A shall be on an as is basis without any warranty, whether express or implied.
10. The Customer shall notify the Company thirty (30) days prior to any changes in street and security lighting inventory. Such notice is necessary to provide for adequate safety and reliability of the Company's distribution circuits and to ensure that the Company will bill the Customer accurately. The Company will perform random confirmation of burning lights in a municipality to ensure accuracy.
11. In the event that a Customer who owns street and security lighting equipment chooses to terminate its ownership, the Company is under no obligation to accept (via purchase or any other means), maintain or operate the Customer's street and security lighting equipment, nor to offer the Customer street and security lighting service except under the terms of the appropriate Company-owned street and security lighting tariffs in effect at the time. If in the above event the street and security lighting equipment does not conform to the Company's standards, the Customer shall remove its non-standard equipment at the Customer's expense and either replace the non-standard equipment with standard equipment again at the Customer's expense or discontinue service for the non-standard equipment.

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12. Where service under this tariff is not metered, only one monthly Customer Charge will be applied to each such unmetered account.

**FARM DISCOUNT RIDER**

A Customer taking service under this rate may be eligible for the Company's Farm Discount Rider, as in effect from time to time.

**TERMS OF PAYMENT**

Charges are payable upon presentation of the Company's bill.

**TERM**

The Customer may terminate delivery service on or after the expiration of such specified term of service by giving at least ninety (90) days notice in writing.