

THE NARRAGANSETT ELECTRIC COMPANY  
**LIMITED SERVICE - PRIVATE LIGHTING (S-10)**  
RETAIL DELIVERY SERVICE

**AVAILABILITY**

Private lighting and floodlighting service under this rate is restricted to those locations having existing service on the effective date of this service offering. No new or additional private lighting customers are permitted on this rate, except for a new private lighting customer at a location that was previously served under this rate may request continuation of service under this rate provided that the request is made within a reasonable time of the new customer occupying the service location and the lighting facilities have not otherwise been removed by the Company.

1. Service under this rate is available where the necessary lighting facilities can be supported on the Company's existing utility infrastructure and provided delivery service at the appropriate secondary voltage, or as necessary, additional 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.
2. Service under this rate is available where the selected Company lighting facilities require underground delivery service at the appropriate secondary voltage and are within a radial distance not to exceed 20 feet. In 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 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 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 private lighting service or the Customer agrees to compensate the Company for the incremental costs as a contribution in aid of construction in accordance with all applicable Company policies.
6. 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.
7. 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.
8. Customers receiving private area lighting service under this rate may request the addition, change or replacement of lighting facilities at the existing service location with facilities available as of the effective date of this tariff. The Company shall take reasonable actions to facilitate the Customer's request following all applicable provisions of this tariff.

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**RATE**

The annual charges enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, are applicable to all street and area lighting facilities:

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual Description</u>	<u>kWh</u>
<u>Incandescent*</u>					
	Roadway	1,000*	105	LUM INC RWY 105W	443
<u>Mercury Vapor*</u>					
	Roadway	4,400*	100	LUM MV RWY 100W	543
		8,500*	175	LUM MV RWY 175W	881
		23,000*	400	LUM MV RWY 400W	1,991
		63,000*	1,000	LUM MV RWY 1000W	4,572
	Floodlight	23,000*	400	LUM MV FLD 400W	1,991
		63,000*	1,000	LUM MV FLD 1000W	4,572
<u>High Pressure Sodium Vapor</u>					
	Roadway	4,000	50	LUM HPS RWY 50W	255
		6,300	70	LUM HPS RWY 70W	359
		9,600	100	LUM HPS RWY 100W	493
		16,000	150	LUM HPS RWY 150W	722
		27,500	250	LUM HPS RWY 250W	1,269
		50,000	400	LUM HPS RWY 400W	1,962
	Wallighter	27,500 (24 hr)	250	WALL HPS 250W 24 HR	2,663
	Floodlight	27,500	250	LUM HPS FLD 250W	1,269
		50,000	400	LUM HPS FLD 400W	1,962
	Post Top	4,000*	50	LUM HPS POST 50W	255
		9,600*	100	LUM HPS POST 100W	493
	Shoebox	9,600*	100	LUM HPS REC 100W-C1	493

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RATE (Continued)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual Description</u>	<u>kWh</u>
<u>Metal Halide</u>					
	Floodlight	32,000	400	LUM MH FLD 400W	1,883
		107,800*	1,000	LUM MH FLD 1000W	4,502
<u>Light Emitting Diode ("LED")</u>					
	Roadway	2,000	20	LUM LED RWY 20W	88
		2,700	30	LUM LED RWY 30W	130
		5,000	60	LUM LED RWY 60W	255
		13,000	140	LUM LED RWY 140W	589
		25,000	275	LUM LED RWY 275W	1,153
	Post Top	5,000	60	LUM LED POST 60W	255

The Company shall use its best efforts to replace existing luminaires with LED luminaires within a reasonable length of time after receipt of the written notice requesting such replacement. Depending upon the number of street and area lighting facilities to be replaced with LED luminaires and the availability of the Company's crews, the Company may limit the quantity of LED replacements to ten (10) percent per account per calendar year 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. Requests for LED luminaires are also limited to the replacement of existing luminaires at existing locations per the availability of this tariff.

\* No further installation or replacement of the designated luminaires will take place after the effective date of this rate.

2. Support and Accessory Charge

An additional annual charge as enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, will be applied to each 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.

<u>Service Type</u>	<u>Description</u>
<u>Support Type</u>	
<u>Overhead Service</u>	
<u>Non-Distribution Pole</u>	
Wood Pole	POLE-WOOD

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**RATE (Continued)**

Service Type

<u>Support Type</u>	<u>Description</u>
<u>Underground Service</u>	
<u>Non-Metallic Standard</u>	
Fiberglass without Foundation*	POLE FIBR PT EMB<25
Fiberglass with Foundation <25 ft.	POLE FIBER RWY <25'
Fiberglass with Foundation =>25 ft.	POLE FIBER RWY =>25
<u>Metallic Standard</u>	
Metallic with Foundation	POLE METAL =>25FT

Accessory Type

None

3. Other Fees and Charges

Additional fees or charges 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 Lighting Service 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 the 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 Type

Charge Amount

Lighting Service Charge                      See Terms and Conditions for Distribution Service

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- Infrastructure, Safety, and Reliability Provision
- Last Resort Service Adjustment Provision
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision

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Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
Net Metering Provision  
Pension Adjustment Mechanism Provision  
Performance Incentive Recovery Provision  
Qualifying Facilities Power Purchase Rate  
Renewable Energy Growth Program Cost Recovery Provision  
Residential Assistance Provision  
Revenue Decoupling Mechanism Provision  
Storm Fund Replenishment Provision  
Street Light Metering Pilot Cost Recovery Provision  
Transition Cost Adjustment Provision  
Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

Any Customer served under this rate who is eligible for Last Resort Service shall receive such service pursuant to the Last Resort Service tariff.

**GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

**HOURS OF OPERATION**

All lights shall 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 LIMITED SERVICE – PRIVATE 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 the 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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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 and presented as adjustments on the Customer's bill.

**EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts shall 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 wood pole, standard, lamp, luminaire, accessory 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.

**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.

**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

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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 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/linaires selected by the Customer or the adequacy of the resulting lighting. The Customer, by requesting and accepting service under this rate, hereby shall provide, grant and confer to the Company, all necessary easement, rights-of-way and/or consent rights and privileges as is necessary to provide such service in a manner satisfactory to the Company. All applicable permits, fees and/or other charges by others associated with the facilitation of service under this rate are the responsibility of the Customer.

**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.

**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 Company's obligations to Customer under this section.

**TERM OF AGREEMENT**

The initial term of agreement for Private Lighting service 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.

**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.