AVAILABILITY

General Street and Area Lighting Service is available under this rate to any city, town, governmental entity, or other public authority hereinafter referred to as the Customer, in accordance with the provisions and the specifications hereinafter set forth:

- 1. For municipal-owned or accepted roadways, including those classified as "private areas" for which a municipal Customer has agreed to supply street and area lighting service.
- 2. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting facilities.
- 3. 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.
- 4. Service under this rate is available to a private contractor, developer, or association of customers, wherein the municipality has agreed in writing to accept responsibility for future payment of such lights upon acceptance of applicable streets and areas.
- 5. Street and area lighting is available under this rate to any Customer where the necessary luminaires can be supported on the Company's existing poles and where such service can be supplied directly from existing secondary voltage circuits. Where the necessary luminaires cannot be supported on existing utility infrastructure, 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 secondary distribution facility.
- 6. In applications where revenue from the planned street or 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 street or area 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.
- 7. Temporary Turn Off Service under this tariff is available to any municipal Customer that has requested to temporarily discontinue street and area lighting service received under this rate. Temporary Turn Off Service under this tariff provides for the Company's lighting facilities to remain in place in anticipation of reinstatement of General Street and Area Lighting Full Service. The Customer shall be allowed to temporarily turn off General Street and Area Lighting Full Service and will be billed under this tariff in accordance with the Temporary Turn Off Service provision included in this tariff, provided that the Customer has complied with all provisions and terms of the Company's General Street and Area Lighting Full Service provision of this tariff and any related service agreements.
- 8. The permanent discontinuance of General 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.

- 9. 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.
- 10. 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.

I. GENERAL STREET AND AREA LIGHTING – FULL SERVICE 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 that have not been discontinued, permanently or temporarily, at the request of the Customer.

1. <u>Luminaire Charges</u>:

<u>Lamp Type</u> <u>Luminaire Type</u>	Lumen <u>Rating</u>	Nominal <u>Wattage</u>	<u>Description</u>	Annual <u>kWh</u>
Incandescent* Roadway				
,	1,000*	105	LUM INC RWY 105W	443
	2,500*	205	LUM INC RWY 205W	860
Mercury Vapor*				
Roadway				
•	4,400*	100	LUM MV RWY 100W	543
	8,500*	175	LUM MV RWY 175W	881
	13,000*	250	LUM MV RWY 250W	1,282
	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
Post Top				
•	8,500*	175	LUM MV POST 175W	881
Metal Halide Floodlight				
- 100 0110	32,000	400	LUM MH FLD 400W	1,883
	107,800*	1,000	LUM MH FLD 1000W	4,502

RATE (Continued)

Lamp Type			
<u>Luminaire Type</u> Lume	n Nominal		Annual
Ratin	<u>wattage</u>	<u>Description</u>	<u>kWh</u>
	-	_	
High Pressure Sodium Vapor			
Roadway			
4,00	0 50	LUM HPS RWY 50W	255
6,30		LUM HPS RWY 70W	359
9,60	0 100	LUM HPS RWY 100W	493
16,00	0 150	LUM HPS RWY 150W	722
27,50	0 250	LUM HPS RWY 250W	1,269
50,00	0 400	LUM HPS RWY 400W	1,962
Wallighter			
27,500 (24 H	r) 250	WALL HPS 250W 24 HR	2,663
Post Top			
4,000*	* 50	LUM HPS POST 50W	255
9,600*	* 100	LUM HPS POST 100W	493
Floodlight			
27,50	0 250	LUM HPS FLD 250W	1,269
50,00	0 400	LUM HPS FLD 400W	1,962
<u>Light Emitting Diode ("LED")</u>			
Roadway			
2,00	0 20	LUM LED RWY 20W	88
2,70	0 30	LUM LED RWY 30W	130
5,00	0 60	LUM LED RWY 60W	255
13,00	0 140	LUM LED RWY 140W	589
25,00	0 275	LUM LED RWY 275W	1,153
Post Top			
5,000*	* 60	LUM LED POST 60W	255

^{*} No further installation or replacement of designated luminaires will take place after the effective date of this rate. Conversion of existing Incandescent or Mercury Vapor luminaires to an equivalent High Pressure Sodium Vapor luminaire may also be done at the request of the Customer.

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.

^{**} Post top luminaire installations will only be permitted for the "Traditional" luminaire style and only in underground development areas after the effective date of this rate.

RATE (Continued)

2. Support and Accessory Charges:

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.

Service Type

Support Type Description

Overhead Service

Non-Distribution Pole

Wood Pole POLE-WOOD

Underground Service

Non-Metallic Standard

Fiberglass without Foundation* POLE FIBR PT EMB<25
Fiberglass with Foundation <25 feet POLE FIBER PT <25'

(Or) POLE FIBER RWY<25'

Fiberglass with Foundation =>25 feet POLE FIBER RWY =>25

Metallic Standard

Metallic Direct Embedded (No Fdn.)* POLE METAL EMBEDDED
Metallic with Foundation POLE METAL =>25FT

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 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 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.

^{*} No further installation or relocation of the designated support will take place after the effective date of this rate.

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

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 street and area 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 GENERAL STREET AND AREA LIGHTING – FULL SERVICE

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.

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.

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.

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 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 in 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 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/luminaires 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.

PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A 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 the 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 cost, removal and restoration costs, and any street light

reconfiguration costs to maintain all other active lights.

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.

TERM OF AGREEMENT

The initial term of agreement for General Street and Area 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.

II. GENERAL STREET AND AREA LIGHTING – TEMPORARY TURN OFF SERVICE RATE

Upon the Company's temporary turn-off of retail delivery service to municipal Customers requesting temporary turn off of the Company's street and area lighting facilities, the Company shall bill the municipal Customer the charges enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, for the temporary turn off.

1. Luminaire Charges:

<u>Luminaire Type</u> <u>Luminaire Type</u>	Lumen <u>Rating</u>	Nominal Wattage	<u>Description</u>	Annual <u>kWh</u>
Incandescent Roadway				
Roadway	1,000	105	LUM INC RWY 105WTT	n/a
	2,500	205	LUM INC RWY 205WTT	n/a
Mercury Vapor Roadway				
ř	4,400	100	LUM MV RWY 100W TT	n/a
	8,500	175	LUM MV RWY 175W TT	n/a
	13,000	250	LUM MV RWY 250W TT	n/a

23,000 400 LUM MV RWY 400W TT n/a

RATE (Continued)

Post Top

Lamp Type				
Luminaire Ty	_	Nominal		Annual
	Rating	Wattage	<u>Description</u>	<u>kWh</u>
	63,000	1,000	LUM MV RWY 1000WTT	n/a
Floodlight	05,000	1,000	LOW WIV KW I 1000W II	II/ a
1100 4118110	23,000	400	LUM MV FLD 400W TT	n/a
	63,000	1,000	LUM MV FLD 1000WTT	n/a
Post Top	,	•		
-	8,500	175	LUM MV POST 175W TT	n/a
Metal Halide				
Floodlight				
Tioodiigiit	32,000	400	LUM MH FLD 400W TT	n/a
	107,800	1,000	LUM MH FLD 1000W TT	n/a
	,	,		
High Pressure Sodi	um Vapor			
Roadway				
	4,000	50	LUM HPS RWY 50W TT	n/a
	6,300	70	LUM HPS RWY 70W TT	n/a
	9,600	100	LUM HPS RWY 100W TT	n/a
	16,000	150	LUM HPS RWY 150W TT	n/a
	27,500	250	LUM HPS RWY 250W TT	n/a
	50,000	400	LUM HPS RWY 400W TT	n/a
Wallighter		• • •		,
	27,500 (24 Hr)	250	WALL HPS 250W 24 TT	n/a
Post Top	4.000	50	LINKING DOGT CONVET	,
	4,000	50	LUM HPS POST 50W TT	n/a
T1 11' 14	9,600	100	LUM HPS POST 100W TT	n/a
Floodlight	27.500	250	LUMIUS ELD 250W TT	
	27,500	250 400	LUM HPS FLD 250W TT LUM HPS FLD 400W TT	n/a
	50,000	400	LUM HPS FLD 400W 11	n/a
Light Emitting Dioc	de ("LED")			
Roadway				
ř	2,000	20	LUM LED RWY 20W TT	n/a
	2,700	30	LUM LED RWY 30W TT	n/a
	5,000	60	LUM LED RWY 60W TT	n/a
	13,000	140	LUM LED RWY 140W TT	n/a
	25,000	275	LUM LED RWY 275W TT	n/a

5,000** 60 LUM LED POST 60W TT n/a

RATE (Continued)

2. Support and Accessory Charges:

Service Type

Support Type Description

Overhead Service

Non-Distribution Pole

Wood Pole POLE – WOOD TEMPOFF

<u>Underground Service</u>

Non-Metallic Standard

Fiberglass without Foundation POLE FIBR EMB<25TT Fiberglass with Foundation < 25 ft. POLE FIBER PT <25TT

(Or) POLE FIBER RWY <25TT Fiberglass with Foundation =>25 ft. POLE FIBER RWY =>25TT

Metallic Standard

Metallic Direct Embedded (No Fdn.)

Metallic with Foundation

POLE METAL EMB TT

POLE METAL=>25' TT

3. Other Fees and Charges:

Fee or Charge Type Charge Amount

Reactivation Charge \$25.00 Crew Protection Customer Responsibility

DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

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

MAINTENANCE

Temporary Turn Off Service under this tariff does not include routine maintenance of lighting facilities temporarily discontinued by the Customer.

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 street and area lighting facilities to be temporarily turned off and the estimated length of the temporary discontinuance, however, will be not less than one year and not more than three years. Such identification shall include sufficient information for the Company to easily locate its street and area lighting facilities to be temporarily turned off for the purpose of turning off (red capping) the facilities.

The Company shall use its best effort to turn off retail delivery service to its street and area lighting facilities within a reasonable length of time after receipt of the written notice required above. Depending upon the number of street and area 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 GENERAL STREET AND AREA LIGHTING - FULL SERVICE

The provision of this service by the Company is predicated on the municipal Customer reinstating General Street and Area Lighting – Full Service. The Customer's request to reinstate all or a portion of the Company's street and area 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 and area 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 and area lighting facilities to full lighting service 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 and area lighting facilities requested to be reinstated. If the Customer requests reinstatement of the General Street and Area Lighting – Full Service prior to minimum term of one year, the Company will charge the Customer a Reactivation Charge per street or area lighting facility.

TERM OF SERVICE

The municipal Customer may remain on this provision of the General Street and Area Lighting 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 General Street and Area Lighting – Full Service as provided for above, (ii) the permanent discontinuance of the street and area lighting facilities, as provided for above in Section I, or (iii) the Customer's ability to take advantage of another lighting tariff for retail delivery service to the street and area lighting facilities. The Company will continue to bill the Temporary Turn Off Charge until such time as the street and area 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.

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.