# FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

## OUTDOOR LIGHTING DELIVERY SERVICE - CUSTOMER OWNED EQUIPMENT

### **SCHEDULE SDC**

### AVAILABILITY

This Schedule is available to any municipal city or town, governmental entity, or other public authority, hereinafter referred to as Customer for Outdoor Lighting Delivery Service -Customer Owned Equipment with the Company's standard lighting fixtures mounted on existing poles, except as otherwise provided herein. This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier or may be eligible for Basic Service from the Company pursuant to Schedule BS as amended from time to time.

Any Customer that has purchased designated Company outdoor 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 outdoor 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 SD that purchased outdoor 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 outdoor 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. Outdoor light replacements and additions installed by a Municipal Customer pursuant to (1) above, following its purchase of outdoor lights, may be made by providing written notice to the Company.
- 3. 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.

Outdoor Lighting Delivery Service - Customer Owned Equipment under this rate schedule does not include maintenance of outdoor 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

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facilities and equipment owned by the Customer. The Company reserves the right to transition existing Customers previously under an applicable discontinued service to this Outdoor Lighting Delivery Service - Customer Owned Equipment, whereby the Customer shall be compliant with all terms and conditions as set forth.

#### CHARACTER OF SERVICE

All lighting shall be photoelectrically controlled and supplied from multiple circuits. The Company shall supply service at which the lamps are designed to operate.

#### **DELIVERY SERVICE CHARGES - MONTHLY**

The monthly charges for Outdoor Lighting Delivery Service - Customer Owned Equipment will include the kWh Charges for the applicable luminaire as listed below.

Distribution Charge: All kWh ...... As per Schedule SR as in effect from time to time Internal Transmission Charge: All kWh ...... As per Schedule SR as in effect from time to time

#### BILLING KWH PER LUMINAIRE

Charges per kWh will be based on the monthly kWh per luminaire shown in the table below.

The Company shall calculate the kWh as needed for light types that do not conform to this list based on equipment specifications provided by the Customer.

Lamp Size (Lumens and Type)	<u>Wattage</u>	<u>Monthly</u> <u>kWh</u>
Mercury Vapor:		
3,500 Street and Highway Type	100	33
7,000 Street and Highway Type	175	57

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20,000 Street and Highway Type	400	131
60,000 Street and Highway Type	1,000	328
20,000 Flood Light Type	400	131
3,500 Power Bracket Included	100	33
7,000 Power Bracket Included	175	57
High Pressure Sodium:		
3,300 Street and Highway Type	50	16
9,500 Street and Highway Type	100	33
20,000 Street and Highway	200	66
Туре		
50,000 Street and Highway	400	131
Туре		
140,000 Street and Highway	1,000	328
Туре		
50,000 Flood Light Type	400	131
50,000 Flood Light Type Light Emitting Diode (LED)	400 Nominal	131 Monthly
		-
Light Emitting Diode (LED)	Nominal	Monthly
Light Emitting Diode (LED) Lamp Size Wattage (Range	Nominal Wattage	Monthly kWh
<u>Light Emitting Diode (LED)</u> <u>Lamp Size Wattage (Range</u> 20-30 (LED) Cobra Head Type	Nominal Wattage 25 35 45	Monthly kWh 8
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type	Nominal Wattage 25 35	Monthly kWh 8 11
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type 41-50 (LED) Cobra Head Type 51-60 (LED) Cobra Head Type 61-80 (LED) Cobra Head Type	Nominal Wattage 25 35 45	Monthly kWh 8 11 15
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type 41-50 (LED) Cobra Head Type 51-60 (LED) Cobra Head Type	Nominal Wattage 25 35 45 55	Monthly kWh 8 11 15 18
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type 41-50 (LED) Cobra Head Type 51-60 (LED) Cobra Head Type 61-80 (LED) Cobra Head Type 81-110 (LED) Cobra Head Type	Nominal Wattage 25 35 45 55 70	Monthly kWh 8 11 15 18 23
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type 41-50 (LED) Cobra Head Type 51-60 (LED) Cobra Head Type 61-80 (LED) Cobra Head Type 81-110 (LED) Cobra Head	Nominal Wattage 25 35 45 55 70	Monthly kWh 8 11 15 18 23
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type 41-50 (LED) Cobra Head Type 51-60 (LED) Cobra Head Type 61-80 (LED) Cobra Head Type 81-110 (LED) Cobra Head Type	Nominal Wattage 25 35 45 55 70 95	Monthly kWh 8 11 15 18 23 31
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type 41-50 (LED) Cobra Head Type 51-60 (LED) Cobra Head Type 61-80 (LED) Cobra Head Type 81-110 (LED) Cobra Head Type 111-150 (LED) Cobra Head Type 40-60(LED) Flood Light Type	Nominal Wattage 25 35 45 55 70 95 130 50	Monthly kWh 8 11 15 18 23 31 43 43
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type 41-50 (LED) Cobra Head Type 51-60 (LED) Cobra Head Type 61-80 (LED) Cobra Head Type 81-110 (LED) Cobra Head Type 111-150 (LED) Cobra Head Type 40-60(LED) Flood Light Type 61-80(LED) Flood Light Type	Nominal Wattage 25 35 45 55 70 95 130	Monthly kWh 8 11 15 18 23 31 43 43 16 23
Light Emitting Diode (LED) Lamp Size Wattage (Range 20-30 (LED) Cobra Head Type 31-40 (LED) Cobra Head Type 41-50 (LED) Cobra Head Type 51-60 (LED) Cobra Head Type 61-80 (LED) Cobra Head Type 81-110 (LED) Cobra Head Type 111-150 (LED) Cobra Head Type 40-60(LED) Flood Light Type	Nominal Wattage 25 35 45 55 70 95 130 50	Monthly kWh 8 11 15 18 23 31 43 43

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### **SCHEDULE SDC (Continued)**

111-150 (LED) Flood Light	130	43
Туре		
350-390 (LED) Flood Light	370	121
Туре		
20-30 (LED) Yard Light Type	25	8
31-40 (LED) Yard Light Type	35	11
41-50 (LED) Yard Light Type	45	15
51-60 (LED) Yard Light Type	55	18
61-80 (LED) Yard Light Type	70	23
81-110 (LED) Yard Light Type	95	31
111-150 (LED) Yard Light Type	130	43
Ornamental:		
3,300 Street and Highway Type	50	16

### HOURS OF OPERATION

Approximate hours of operation will be from one-half hour after sunset to one-half hour before sunrise. The total burning hours shall not exceed 4,100 hours per year.

#### **USE OF ADVANCED CONTROLS**

Where lighting controls that meet the current ANSI C12.20 standard have been installed that allow variation from the Company's outdoor lighting hours schedule, the Customer must provide verification of such installation to the Company and a schedule indicating the expected average operating wattage of each light subject to the Customer's control and operation. 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 trimming, dimming, brightening, variable dimming, and multiple hourly schedules.

For billing purposes, the expected average operating wattage for each of the light sources resulting from installed control adjustments will be multiplied by the annual hours of

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operation in the tariff divided by 12, then divided by the monthly kWh usage designated in this tariff. The resulting percentage (rounded to the nearest whole number) will be applied to the monthly kWh designated in this tariff to determine the monthly kWh for billing. 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. Prior to any such modified billing, the Company and the Customer shall meet in good faith to discuss the circumstance of the higher observed wattage and attempt to resolve the matter in a mutually agreeable manner. These discussions will include a determination of the number of fixtures subject to rebilling and the period that rebilling is in effect. The Customer shall provide a report annually which provides actual monthly operating usage of such lighting systems.

The schedule of average operating wattage ratings for all lights may be revised annually on the anniversary of the Customer's initial opt-in date. Changes may be requested outside of the anniversary date and made if agreed to by the Company. Revisions to the schedule of average operating wattage ratings requested by the Customer may take one or two billing cycles to become effective. The Company reserves the right to bill all the lights based on the total wattage as provided under this tariff, instead of the lower wattage, if any fixture is reset without the express written consent of the Company. Prior to billing all lights based on the total wattage, the Company and the Customer shall meet in good faith to discuss the circumstance of the unauthorized fixture wattage reset and attempt to resolve the matter in a mutually agreeable manner. These discussions will include a determination of the number of fixtures subject to rebilling and the period that rebilling is in effect.

#### TERM OF CONTRACT

Service under this Schedule shall be for an initial period of one year with automatic one year extensions thereafter until canceled by either party giving the other notice in writing at least 30 days prior to the expiration of any contract year. The Company may require longer initial and renewal contract terms whenever, in its opinion, the estimated annual revenue is insufficient to warrant the Company making the necessary commitments to render service.

## FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

### OUTDOOR LIGHTING DELIVERY SERVICE - CUSTOMER OWNED EQUIPMENT

### **SCHEDULE SDC (Continued)**

### BILLS AND PAYMENT

Bills are net and due upon presentation.

#### FARM CREDIT

Customers who qualify as persons or corporations engaged in the business of agriculture or farming, as defined pursuant to section 1A of Chapter 128 of the General Laws, shall receive a credit of ten percent from the otherwise applicable rates. The credit shall be based on full Delivery Service rates plus the Basic Service rate, if applicable. The credit will be recalculated as required to maintain the ten percent discount from these rates as in effect from time to time.

### **ADJUSTMENTS**

The Delivery Service Charges under this Schedule shall be adjusted from time to time to reflect the following:

Energy Efficiency Charge - Schedule EEC Energy Efficiency Reconciliation Factor - Schedule EEC

Energy Efficiency Reconcination Pactor - Schedule EEC

Internal Transmission Service Cost Adjustment - Schedule ITSCA

External Transmission Charge - Schedule ETC

Renewable Resource Charge - Schedule RRC

Basic Service Adjustment - Schedule BSA

Pension/PBOP Adjustment Factor - Schedule PAF

Net Metering Recovery Surcharge - Schedule NM

Revenue Decoupling Adjustment Factor - Schedule RDAC

Attorney General Consultant Expense Factor - Schedule AGCEF

Long-Term Renewable Energy Contract Adjustment Factor - Schedule LTRCA

Residential Assistance Adjustment Clause - Schedule RAAC

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### **SCHEDULE SDC (Continued)**

Capital Cost Adjustment - Schedule CCA Solar Cost Adjustment - Schedule SCA Solar Massachusetts Renewable Target - Schedule SP Storm Reserve Adjustment Factor - Schedule SRAC Grid Modernization Factor - Schedule GMF Exogenous Cost Adjustment Factor - Schedule ECAF

For billing purposes, the Pension/PBOP Adjustment Factor, Revenue Decoupling Adjustment Factor, Attorney General Consultant Expense Factor, Long-Term Renewable Energy Contract Adjustment Factor, Residential Assistance Adjustment Clause, Capital Cost Adjustment, Solar Cost Adjustment, Storm Reserve Adjustment Factor, Grid Modernization Factor, Exogenous Cost Adjustment Factor and Basic Service Adjustment will be included in the Distribution Charge. The Internal Transmission Service Cost Adjustment and External Transmission Charge will be added to the Internal Transmission Charge and billed as the Transmission Charge. The Energy Efficiency Charge including the Energy Efficiency Reconciliation Factor, Net Metering Recovery Surcharge, Renewable Resource Charge and Solar Massachusetts Renewable Target will each be included as separate items on the bill.

Distribution rates shall also be adjusted by the Performance Based Revenue Adjustment – Schedule PBRA, annually.

#### 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 and presented as adjustments on the Customer's bill.

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# **SCHEDULE SDC (Continued)**

# 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. The Field Survey Charge shall be \$70 per service call.

### LIGHTING SERVICE CHARGE

The Company may assess a Lighting Service Charge for Company services rendered in response to a Customer request in support of Customer equipment where the condition, service, or connection is unrelated to the performance of facilities owned by the Company. The Lighting Service Charge shall be \$100 per service call.

### DISCONNECT/RECONNECT CHARGE

The Company may assess a Disconnect/Reconnect Charge for Company services rendered in response to a Customer request in support of a Disconnect/Reconnect activity. This charge does not include the removal of any Customer owned equipment. In the case of an emergency situation where the Company removes Customer owned equipment, additional charges may apply. The Disconnect/Reconnect Charge shall be \$100 per service call.

### UNDERGROUND WORK/TROUBLESHOOTING CHARGE

The Company may assess an Underground Work/Troubleshooting Charge for Company services rendered in response to a Customer request in support of an Underground Work/Troubleshooting activity. The Underground Work/Troubleshooting Charge shall be \$170 per hour.

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### **SCHEDULE SDC (Continued)**

#### UNAUTHORIZED USE CHARGE

The Company may assess an Unauthorized Use Charge per luminaire for each instance in which the Company discovers a luminaire in service in which the Company has not been duly notified under the Inventory of Lights provision of this Schedule. Upon such discovery, the Company shall update its billing records to include the luminaire for billing purposes. The Unauthorized Use Charge shall be \$100 per unauthorized fixture.

#### **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, 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.

#### LIABILITY AND INDEMNIFICATION

This Rate Schedule is subject to the "Company Liability" provisions of Section 9 of the Company's "Terms and Conditions for Distribution Service," as amended from time to time.

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 outdoor 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

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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.

#### TERMINATION OF MUNICIPAL OWNERSHIP

If the municipal Customer chooses to terminate its ownership of outdoor lighting equipment, the Customer must provide six (6) 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 outdoor lights and poles, standards or accessories previously owned by the Customer at the time of termination at no cost to the Company, and the Company shall operate and maintain the outdoor lighting equipment as part of its outdoor lighting system under the appropriate company owned outdoor lighting delivery service tariff accepted by the Customer in effect at the time. In the event that the outdoor lights and poles, standards or accessories do not conform to the Company's standards, the Customer shall remove the Customer's outdoor lights from Company-owned poles and discontinue service for outdoor lights on Customer-owned poles or standards.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions, in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this Schedule.