

MASSACHUSETTS ELECTRIC COMPANY
 SUMMARY OF ELECTRIC DELIVERY SERVICE RATES

Rate	Blocks	MDPU No.	Base Distribution Charge	Basic Service Adjmt	Res Assist Adjmt	Storm Recovery Adjmt	Pension PBOP Adjmt	Revenue Dcoupling Mechanism	Attorney Genl Cons. Expenses	Standard Offer Adj Factor	Net Dist. Rate	Base Transition Charge	Transition Charge Adjmt	Net Transition Charge	Energy Efficiency Recon. Factor	Energy Efficiency Charge	Net Energy Efficiency Charge	Renewables Charge	Base Transmission Charge	Transmission Charge Adjmt	Net Transmission Charge	Retail Delivery Price
R-1	Cust. Chge. 1st 600 kWh Excess 600 kWh Farm Discount	1148	\$4.00 \$0.02727 \$0.03389 (10%)	(\$0.00025) (\$0.00025)	\$0.00213 \$0.00213	\$0.00035 \$0.00035	\$0.00149 \$0.00149	\$0.00000 \$0.00000	\$0.00001 \$0.00001	\$0.00248 \$0.00248	\$4.00 \$0.03348 \$0.04010	\$0.00097 \$0.00097	(\$0.00087) (\$0.00087)	\$0.00010 \$0.00010	\$0.00346 \$0.00346	\$0.00250 \$0.00250	\$0.00596 \$0.00596	\$0.00050 \$0.00050	\$0.01775 \$0.01775	(\$0.00046) (\$0.00046)	\$0.01729 \$0.01729	\$4.00 \$0.05733 \$0.06395 (10%)
Last Change			5/1/10	3/1/10	3/1/10	5/1/10	5/1/10	1/1/10	3/1/10	1/1/10	5/1/10	3/1/10	3/1/10	3/1/10	5/1/10	1/1/03	5/1/10	1/1/03	3/1/10	3/1/10	3/1/10	5/1/10
R-2 A	Cust. Chge. 1st 600 kWh Excess 600 kWh Farm Discount Low Income Discount	1149	\$4.00 \$0.02727 \$0.03389 (10%) (25%)	(\$0.00025) (\$0.00025)	\$0.00213 \$0.00213	\$0.00035 \$0.00035	\$0.00149 \$0.00149	\$0.00000 \$0.00000	\$0.00001 \$0.00001	\$0.00248 \$0.00248	\$4.00 \$0.03348 \$0.04010	\$0.00097 \$0.00097	(\$0.00087) (\$0.00087)	\$0.00010 \$0.00010	\$0.00100 \$0.00100	\$0.00250 \$0.00250	\$0.00350 \$0.00350	\$0.00050 \$0.00050	\$0.01775 \$0.01775	(\$0.00046) (\$0.00046)	\$0.01729 \$0.01729	\$4.00 \$0.05487 \$0.06149 (10%) (25%)
Last Change			5/1/10	3/1/10	3/1/10	5/1/10	5/1/10	1/1/10	3/1/10	1/1/10	5/1/10	3/1/10	3/1/10	3/1/10	5/1/10	1/1/03	5/1/10	1/1/03	3/1/10	3/1/10	3/1/10	5/1/10
R-4	Cust. Chge. Peak Off Peak Farm Discount	1150	\$20.87 \$0.06644 \$0.00582 (10%)	(\$0.00025) (\$0.00025)	\$0.00213 \$0.00213	\$0.00035 \$0.00035	\$0.00149 \$0.00149	\$0.00000 \$0.00000	\$0.00001 \$0.00001	\$0.00248 \$0.00248	\$20.87 \$0.07265 \$0.01203	\$0.00097 \$0.00097	\$0.00003 \$0.00003	\$0.00100 \$0.00100	\$0.00346 \$0.00346	\$0.00250 \$0.00250	\$0.00596 \$0.00596	\$0.00050 \$0.00050	\$0.01289 \$0.01289	(\$0.00046) (\$0.00046)	\$0.01243 \$0.01243	\$20.87 \$0.09254 \$0.03192 (10%)
Last Change			5/1/10	3/1/10	3/1/10	5/1/10	5/1/10	1/1/10	3/1/10	1/1/10	5/1/10	3/1/10	3/1/10	3/1/10	5/1/10	1/1/03	5/1/10	1/1/03	3/1/10	3/1/10	3/1/10	5/1/10
G-1	Cust. Chge. Unmetered 1st 2,000 kWh Excess 2,000 kWh Farm Discount Minimum Bill (kVA)	1151	\$10.00 \$7.50 \$0.03020 \$0.04792 (10%) \$2.08	(\$0.00025) (\$0.00025)	\$0.00213 \$0.00213	\$0.00035 \$0.00035	\$0.00149 \$0.00149	\$0.00000 \$0.00000	\$0.00001 \$0.00001	\$0.00248 \$0.00248	\$10.00 \$7.50 \$0.03641 \$0.05413	\$0.00097 \$0.00097	(\$0.00064) (\$0.00064)	\$0.00033 \$0.00033	\$0.00183 \$0.00183	\$0.00250 \$0.00250	\$0.00433 \$0.00433	\$0.00050 \$0.00050	\$0.01360 \$0.01360	(\$0.00046) (\$0.00046)	\$0.01314 \$0.01314	\$10.00 \$7.50 \$0.05471 \$0.02423 (10%) \$2.08
Last Change			5/1/10	3/1/10	3/1/10	5/1/10	5/1/10	1/1/10	3/1/10	1/1/10	5/1/10	3/1/10	3/1/10	3/1/10	5/1/10	1/1/03	5/1/10	1/1/03	3/1/10	3/1/10	3/1/10	5/1/10
G-2	Cust. Chge. Demand Reg. kWh Farm Discount High Voltage Metering High Voltage Delivery	1152	\$16.56 \$6.00 \$0.00078 (10%) (1%) (\$0.45)	(\$0.00025) (\$0.00025)	\$0.00213 \$0.00213	\$0.00035 \$0.00035	\$0.00149 \$0.00149	\$0.00000 \$0.00000	\$0.00001 \$0.00001	\$0.00248 \$0.00248	\$16.56 \$6.00 \$0.00699	\$0.00097 \$0.00097	(\$0.00168) (\$0.00168)	(\$0.00071) (\$0.00071)	\$0.00183 \$0.00183	\$0.00250 \$0.00250	\$0.00433 \$0.00433	\$0.00050 \$0.00050	\$0.01744 \$0.01744	(\$0.00046) (\$0.00046)	\$0.01698 \$0.01698	\$16.56 \$6.00 \$0.02809 (10%) (1%) (\$0.45)
Last Change			5/1/10	3/1/10	3/1/10	5/1/10	5/1/10	1/1/10	3/1/10	1/1/10	5/1/10	3/1/10	3/1/10	3/1/10	5/1/10	1/1/03	5/1/10	1/1/03	3/1/10	3/1/10	3/1/10	5/1/10
G-3	Cust. Chge. Demand Peak Off Peak Farm Discount High Voltage Metering High Voltage Delivery High Voltage -115kV Delivery 2nd Feeder Service	1153	\$200.00 \$3.92 \$0.00753 \$0.00000 (10%) (1%) (\$0.45) (\$3.31) \$3.31	(\$0.00025) (\$0.00025)	\$0.00213 \$0.00213	\$0.00035 \$0.00035	\$0.00149 \$0.00149	\$0.00000 \$0.00000	\$0.00001 \$0.00001	\$0.00248 \$0.00248	\$200.00 \$3.92 \$0.01374 \$0.00621	\$0.00097 \$0.00097	(\$0.00067) (\$0.00067)	\$0.00030 \$0.00030	\$0.00183 \$0.00183	\$0.00250 \$0.00250	\$0.00433 \$0.00433	\$0.00050 \$0.00050	\$0.01374 \$0.01374	(\$0.00046) (\$0.00046)	\$0.01328 \$0.01328	\$200.00 \$3.92 \$0.03215 \$0.02462 (10%) (1%) (\$0.45) (\$3.31) \$3.31
Last Change			5/1/10	3/1/10	3/1/10	5/1/10	5/1/10	1/1/10	3/1/10	1/1/10	5/1/10	3/1/10	3/1/10	3/1/10	5/1/10	1/1/03	5/1/10	1/1/03	3/1/10	3/1/10	3/1/10	5/1/10
S-5	Reg. kWh Farm Discount	1157	\$0.02078 (10%)	(\$0.00025)	\$0.00213	\$0.00035	\$0.00149	\$0.00000	\$0.00001	\$0.00248	\$0.02699	\$0.00097	\$0.00017	\$0.00114	\$0.00183	\$0.00250	\$0.00433	\$0.00050	\$0.01258	(\$0.00046)	\$0.01212	\$0.04508 (10%)
Last Change			5/1/10	3/1/10	3/1/10	5/1/10	5/1/10	1/1/10	3/1/10	1/1/10	5/1/10	3/1/10	3/1/10	3/1/10	5/1/10	1/1/03	5/1/10	1/1/03	3/1/10	3/1/10	3/1/10	5/1/10
S-1	for fixture prices see Individual Tariffs	1154		(\$0.00025)	\$0.00213	\$0.00035	\$0.00149	\$0.00000	\$0.00001	\$0.00248	\$0.00621	\$0.00097	\$0.00017	\$0.00114	\$0.00183	\$0.00250	\$0.00433	\$0.00050	\$0.01258	(\$0.00046)	\$0.01212	\$0.02430
S-2		1155		(\$0.00025)	\$0.00213	\$0.00035	\$0.00149	\$0.00000	\$0.00001	\$0.00248	\$0.00621	\$0.00097	\$0.00017	\$0.00114	\$0.00183	\$0.00250	\$0.00433	\$0.00050	\$0.01258	(\$0.00046)	\$0.01212	\$0.02430
S-3		1156		(\$0.00025)	\$0.00213	\$0.00035	\$0.00149	\$0.00000	\$0.00001	\$0.00248	\$0.00621	\$0.00097	\$0.00017	\$0.00114	\$0.00183	\$0.00250	\$0.00433	\$0.00050	\$0.01258	(\$0.00046)	\$0.01212	\$0.02430
S-6		1158		(\$0.00025)	\$0.00213	\$0.00035	\$0.00149	\$0.00000	\$0.00001	\$0.00248	\$0.00621	\$0.00097	\$0.00017	\$0.00114	\$0.00183	\$0.00250	\$0.00433	\$0.00050	\$0.01258	(\$0.00046)	\$0.01212	\$0.02430
S-20		1159		(\$0.00025)	\$0.00213	\$0.00035	\$0.00149	\$0.00000	\$0.00001	\$0.00248	\$0.00621	\$0.00097	\$0.00017	\$0.00114	\$0.00183	\$0.00250	\$0.00433	\$0.00050	\$0.01258	(\$0.00046)	\$0.01212	\$0.02430 (10%)
Last Change			5/1/10	3/1/10	3/1/10	5/1/10	5/1/10	1/1/10	3/1/10	1/1/10	5/1/10	3/1/10	3/1/10	3/1/10	5/1/10	1/1/03	5/1/10	1/1/03	3/1/10	3/1/10	3/1/10	5/1/10

Issued by: Thomas B. King
 President

Effective: May 1, 2010
 Issued: May 7, 2010

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL REGULAR R-1
RETAIL DELIVERY SERVICE

AVAILABILITY

Electric delivery service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for church and farm purposes. The Company may under unusual circumstances permit more than one set of living quarters to be served through one meter under this rate, but if so, the Customer Charge shall be multiplied by the number of separate living quarters so served. A church and adjacent buildings owned and operated by the church may be served under this rate, but any such buildings separated by public ways must be billed separately.

Customers whose average monthly usage for the previous 12 months exceeds 2,500 kWh per month may elect delivery service on rate R-4, subject to the availability of the appropriate metering equipment.

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.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Customer and kWh Charges.

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables Provision.

MINIMUM CHARGE

The monthly minimum charge shall be the monthly Customer Charge.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL REGULAR R-1
RETAIL DELIVERY SERVICE

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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge and the Minimum Charge shall be multiplied by two.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL REGULAR R-1
RETAIL DELIVERY SERVICE

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 not inconsistent with any specific provisions hereof, are a part of this rate.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL-LOW INCOME R-2
RETAIL DELIVERY SERVICE

AVAILABILITY

Electric delivery service under this rate is available upon verification of a low-income Customer's receipt of any means-tested public benefit, or verification of eligibility for the low-income home energy assistance program, or its successor program, for which eligibility does not exceed 200 percent of the federal poverty level based on a household's gross income. In a program year in which maximum eligibility for LIHEAP exceeds 200 percent of the federal poverty level, a household that is income eligible under LIHEAP shall be eligible for the low-income electric discount.

It is the responsibility of the customer to annually certify, by forms provided by the utility, the continued compliance with the foregoing qualifications.

The Company will guarantee the Customer's payment to its designated supplier up to the prices that the Company charges to Customers for Standard Service in accordance with the regulations established by the Department.

The Company may under unusual circumstances permit more than one set of living quarters to be served through one meter under this rate, but if so, the Customer Charge shall be multiplied by the number of separate living quarters so served.

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.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Customer and kWh Charges.

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL-LOW INCOME R-2
RETAIL DELIVERY SERVICE

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables Provision.

MINIMUM CHARGE

The monthly minimum charge shall be the monthly Customer Charge.

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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

MASSACHUSETTS ELECTRIC COMPANY

RESIDENTIAL-LOW INCOME R-2
RETAIL DELIVERY SERVICE

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge and the Minimum Charge shall be multiplied by two.

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.

LOW INCOME DISCOUNT

The Customer's total bill for service as determined based upon the provisions above, in addition to charges for generation service billed under the Standard Complete Billing Service option pursuant to §8B of the Company's Terms and Conditions for Competitive Suppliers in effect from time to time, will be discounted by 25%, representing the level of discount received off the total bill for rates in effect prior to March 1, 1998, pursuant to G.L. c.164, § 1F.

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 rate.

MASSACHUSETTS ELECTRIC COMPANY
RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4
RETAIL DELIVERY SERVICE

AVAILABILITY

Electric delivery service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for church and farm purposes. For customers requiring special and complex metering for service, the availability of this rate will be subject to the Company's ability to render such service.

The Company may due to limitations of space, considerations of safety or an existing condition of the premises affecting the delivery of electric service, permit more than one dwelling unit to be served through one meter under this rate, but if so, the Customer Charge shall be multiplied by the number of dwelling units so served. A church and adjacent buildings owned and operated by the church may be served under this rate, but any such buildings separated by public ways must be billed separately.

Any residential customer whose average usage exceeds 2,500 kWh/month for a 12 month period may elect delivery service under this rate effective with installation of appropriate metering.

The actual delivery of service and rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company. Until service can be provided under this rate, the customer shall take delivery service under Rate R-1.

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.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Customer, Additional Metering and kWh Charges.

Metering Charges

New customers requiring special or complex metering for service shall pay a Metering Charge determined on an individual customer basis.

MASSACHUSETTS ELECTRIC COMPANY
RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4
RETAIL DELIVERY SERVICE

PEAK AND OFF-PEAK PERIODS

Peak hours will be from 8:00 a.m. to 9:00 p.m. daily on Monday through Friday, excluding holidays.

Off-Peak hours will be from 9:00 p.m. to 8:00 a.m. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

The Company reserves the right to change these peak and off-peak hours, but in no case will the off-peak hours be less than eleven hours per day.

The holidays will be: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables 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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

Issued: January 7, 2010

Issued by:
Thomas B. King
President

Effective: January 1, 2010

MASSACHUSETTS ELECTRIC COMPANY
RESIDENTIAL - TIME-OF-USE (OPTIONAL) R-4
RETAIL DELIVERY SERVICE

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, any applicable Metering Charge, and the Minimum Charge shall be multiplied by two.

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 not inconsistent with any specific provisions hereof, are a part of this rate.

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1
RETAIL DELIVERY SERVICE

AVAILABILITY

Electric delivery service under this rate is available for all purposes, subject to the provisions of this section. A new Customer will begin service on this rate if the Company estimates that its average use will not exceed 10,000 kWh/month or 200 kW of demand. A Customer may be transferred from rate G-1 at its request or at the option of the Company if the Customer's 12 month average monthly usage exceeds either 10,000 kWh/month or 200 kW of demand for 3 consecutive months.

A Municipality which owns and maintains street light fixtures served by underground circuitry may take delivery service under the unmetered service provision of this rate if the Municipality signs an Underground Electric Service for Non-Conforming Street Lighting Contract with the Company for underground electric delivery service for street lighting.

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.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Customer or Location Service Charge, and the kWh Charges.

UNMETERED DELIVERY SERVICE

Unmetered delivery services are usually not permitted or desirable. However, the Company recognizes that there are certain instances where metering is not practical. Examples of such locations are telephone booths and fire box lights. The monthly bill generally will be computed by applying the rate schedule to a use determined by multiplying the total load in kilowatts by 730 hours. However, the energy use may be adjusted after tests of the unmetered equipment indicate lesser usage.

The kilowatt-hour use for underground electric service for street lighting shall be determined according to the provisions of the Contract for the service.

When unmetered service is provided the Customer Charge will be waived and the Location Service Charge will be applied.

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1
RETAIL DELIVERY SERVICE

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables Provision.

MINIMUM CHARGE

The monthly minimum charge will be the applicable monthly Customer Charge or Location Service Charge.

However, if the KVA transformer capacity needed to serve a customer exceeds 25 KVA, the minimum charge will be increased for each KVA in excess of 25 KVA.

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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

MASSACHUSETTS ELECTRIC COMPANY
GENERAL SERVICE - SMALL COMMERCIAL AND INDUSTRIAL G-1
RETAIL DELIVERY SERVICE

REVENUE DECOUPLING MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

BIMONTHLY BILLING

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the applicable Customer Charge or Location Service Charge, and the Minimum Charge shall be multiplied by two.

TERM OF SERVICE

Customers served under this rate must provide the Company with six months prior written notice before installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of March 1, 1998. This notice provision does not apply to facilities eligible for net metering in accordance with 220 CMR 11.03(4)(d).

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 not inconsistent with any specific provisions hereof, are a part of this rate.

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - DEMAND G-2
RETAIL DELIVERY SERVICE

AVAILABILITY

Electric delivery service under this rate is available for all purposes, subject to the provisions of this section. A new customer will begin delivery on this rate if the Company estimates that its average use will exceed 10,000 kWh/month, but not exceed 200 kW of Demand.

A Customer may be transferred from rate G-2 at its request if the customer's 12 month average monthly usage either (a) is less than 8,000 kWh/month or (b) exceeds 200 kW of Demand for 3 consecutive months. A Customer may be transferred at the option of the Company if the Customer's 12 month average usage either (a) is less than 8,000 kWh/month or (b) exceeds 200 kW of Demand for 3 consecutive months.

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.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Customer Charge, kW Charges, and kWh Charges.

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

TRANSITION COST ADJUSTMENT

The Transition Charges under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - DEMAND G-2
RETAIL DELIVERY SERVICE

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables Provision.

DEFINITION OF DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen minute peak occurring during all hours, Peak and Off-Peak, within such a month as measured in kilowatts,
- b) 90% of the greatest fifteen minute peak occurring during all hours, Peak and Off-Peak, of such month as measured in kilovolt-amperes, where the Customer's kilowatt Demand exceeds 75 kilowatts, or
- c) 5 kilowatts

HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where delivery service is metered at the Company's supply line voltage, in no case less than 2,400 volts, thereby saving the Company transformer losses, a discount of 1.0% will be allowed from the amount determined under the preceding provisions.

When the metering equipment is installed on the Customer's side of the transformers and the nameplate transformer rating is greater than 120 percent of the Customer's highest demand over the last twelve months, the Company may adjust the kW, KVA, and kWh meter registrations or adjust electronic meter program settings to compensate for unmetered transformer losses.

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer accepts delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a per kilowatt credit of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

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Issued by:
Thomas B. King
President

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MASSACHUSETTS ELECTRIC COMPANY

GENERAL SERVICE - DEMAND G-2
RETAIL DELIVERY SERVICE

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

MINIMUM CHARGE

The monthly Minimum Charge shall be the sum of the monthly Customer Charge and Demand Charge.

TERM OF SERVICE

Customers served under this rate must provide the Company with six months prior written notice before installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of March 1, 1998. This notice provision does not apply to facilities eligible for net metering in accordance with 220 CMR 11.03(4)(d).

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 not inconsistent with any specific provisions hereof, are a part of this rate.

MASSACHUSETTS ELECTRIC COMPANY

TIME-OF-USE - G-3
RETAIL DELIVERY SERVICE

AVAILABILITY

Electric delivery service under this rate is available for all purposes, subject to the provisions of this section. A new Customer will begin delivery service on this rate if the Company estimates that its average use will exceed 200 kW of Demand.

A Customer may be transferred from rate G-3 at its request if the customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months. A Customer may be transferred from rate G-3 at the option of the Company if the Customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months.

The actual delivery of service and the rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company.

All Customers served on this rate must elect to take their total electric delivery service under the time-of-use metering installation as approved by the Company. If delivery is through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate.

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.

MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Customer, Demand and Energy Charges.

PEAK AND OFF-PEAK PERIODS

Peak hours will be from 8:00 a.m. to 9:00 p.m. daily on Monday through Friday, excluding holidays.

Off-Peak hours will be from 9:00 p.m. to 8:00 a.m. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

The Company reserves the right to change these peak and off-peak hours, but in no case will the off-peak hours be less than eleven hours per day.

The holidays will be: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

MASSACHUSETTS ELECTRIC COMPANY

TIME-OF-USE - G-3
RETAIL DELIVERY SERVICE

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

TRANSITION COST ADJUSTMENT

The Transition Charges under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables Provision.

DETERMINATION OF DEMAND

The Demand for each month under ordinary load conditions shall be the greater of the following:

- a) The greatest fifteen minute peak occurring during the Peak hours period within such a month as measured in kilowatts, or
- b) 90% of the greatest fifteen minute peak occurring during the Peak hours period, of such month as measured in kilovolt-amperes.

HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where delivery service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1.0% will be allowed from the amount determined under the preceding provisions.

When the metering equipment is installed on the Customer's side of the transformers and the nameplate transformer rating is greater than 120 percent of the Customer's highest demand over the last twelve months, the Company may adjust the kW, KVA, and kWh meter registrations or adjust electronic meter program settings to compensate for unmetered transformer losses.

MASSACHUSETTS ELECTRIC COMPANY

TIME-OF-USE - G-3
RETAIL DELIVERY SERVICE

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer accepts delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a per kilowatt credit of the billing Demand for such month shall be allowed against the amount determined under the preceding provisions.

An additional per kilowatt credit of the billing Demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

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Thomas B. King
President

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MASSACHUSETTS ELECTRIC COMPANY

TIME-OF-USE - G-3
RETAIL DELIVERY SERVICE

TERM OF SERVICE

Customers served under this rate must provide the Company with six months prior written notice before installing or allowing to be installed for its use a non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of March 1, 1998. This notice provision does not apply to facilities eligible for net metering in accordance with 220 CMR 11.03(4)(d).

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 not inconsistent with any specific provisions hereof, are a part of this rate.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

AVAILABILITY

Service is available under this rate for street and area lighting – full service applications owned by the Company to any Customer, inclusive of municipalities, governmental entities or other public authorities, herein after referred to as municipal Customer, and private individuals, developers, contractors and incorporated organizations in accordance with the qualifications 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. For municipal-owned or accepted parking lots, driveways, and park walkways, if served through overhead conductors.
3. For municipal-owned or accepted parking lots, driveways, and park walkways when underground delivery service to these areas is available where underground secondary voltage conductors exist within a radial distance not to exceed 20 feet. For 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.
4. Area lighting service 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 overhead secondary facility.
5. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting equipment.
6. 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.
7. 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.
8. Temporary Turn Off Service under this tariff is available to any municipal Customer that has requested to temporarily discontinue 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

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

Street and Area Lighting – Full Service. The Customer shall be allowed to temporarily turn off 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 Street and Area Lighting – Full Service provisions of this tariff and any related service agreements.

9. The permanent discontinuance of 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.
10. 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.
11. 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. STREET AND AREA LIGHTING – FULL SERVICE

RATE

The annual charges below are applicable to all street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
<u>Incandescent*</u>						
Roadway						
		1,000*	105	LUM INC RWY 105W	438	\$52.69
		2,500*	205	LUM INC RWY 205W	856	65.07
<u>Mercury Vapor*</u>						
Roadway						
		4,400*	100	LUM MV RWY 100W	543	52.72
		8,500*	175	LUM MV RWY 175W	881	58.60
		13,000*	250	LUM MV RWY 250W	1,282	75.52
		23,000*	400	LUM MV RWY 400W	1,991	97.18
		63,000*	1,000	LUM MV RWY 1000W	4,572	171.82

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
<u>Mercury Vapor (Continued)*</u>						
	Post Top	4,400*	100	LUM MV POST 100W	543	\$62.49
		8,500*	175	LUM MV POST 175W	881	83.63
	Floodlight	23,000*	400	LUM MV FLD 400W	1,991	116.68
		63,000*	1,000	LUM MV FLD 1000W	4,572	212.37
<u>High Pressure Sodium Vapor</u>						
	Roadway	4,000	50	LUM HPS RWY 50W	255	60.71
		6,300	70	LUM HPS RWY 70W	359	73.44
		9,600	100	LUM HPS RWY 100W	493	77.48
		13,000 (Ret)*	150	LUM HPS RWY 150W	758	80.27
		16,000	150	LUM HPS RWY 150W	722	82.43
		27,500	250	LUM HPS RWY 250W	1,269	102.31
		50,000	400	LUM HPS RWY 400W	1,962	142.11
		140,000*	1,000	LUM HPS RWY 1000W	4,618	190.54
	Floodlight	6,300*	70	LUM HPS FLD 70W	359	156.45
		27,500	250	LUM HPS FLD 250W	1,269	156.45
		50,000	400	LUM HPS FLD 400W	1,962	178.19
		140,000*	1,000	LUM HPS FLD 1000W	4,618	239.77
	Post Top	4,000**	50	LUM HPS POST 50W	255	144.48
		9,600**	100	LUM HPS POST 100W	493	145.78
	Wallighter	27,500 (12 Hr.)*	250	WALL HPS 250W 12 HR	1,332	123.68
		27,500 (24 Hr.)	250	WALL HPS 250W 24 HR	2,663	111.83

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
<u>Metal Halide</u>	Floodlight	32,000	400	LUM MH FLD 400W	1,883	\$170.58

* No further installation or relocation of this type and size light after the effective date of this rate.

** 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.

2. Support and Accessory Charges:

An additional annual charge as enumerated below in the schedule of support and accessory prices will be applied to the foregoing charges for the 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>Support Type</u>	<u>Description</u>	<u>Annual Support Charge per Unit</u>
<u>Overhead Service</u>	<u>Non-Distribution Pole</u>		
	Wood Pole	POLE-WOOD	\$54.57
	Shared Wood Pole	POLE-WOOD ½ CHG	27.29
<u>Underground Service</u>	<u>Non-Metallic Standard</u>		
	Fiberglass without Foundation	POLE LAM WOOD =<25	121.26
	Fiberglass with Foundation <25 ft.	POLE FIBER RWY <25	111.95
	Fiberglass with Foundation =>25 ft.	POLE FIBER RWY =>25	187.15
	<u>Metallic Standard</u>		
	Metallic Direct Embedded, (No Foundation)*	POLE METAL EMBEDDED	162.07
	Metallic with Foundation	POLE METAL =>25FT	226.85
	Shared Metallic Standard with Foundation	POLE METAL ½ CHG	113.42
<u>Accessory Type</u>	<u>Foundation</u>		
	Concrete Foundation	FOUNDATION ONLY CHG	100.00

* No further installation or relocation of this type of support or accessory after the effective date of this rate.

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

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 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.

Fee or Charge TypeCharge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service, Appendix A.

4. Rate 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.

CUSTOMER PURCHASE AND MAINTENANCE OF STREETLIGHTS

Customers, specifically municipalities limited to cities and towns, under this Tariff shall have the option to purchase and maintain street lighting facilities by executing a separate agreement with the Company specifying the facilities purchased and price, and assigning to the Customer all rights, responsibilities, and obligations associated with the luminaire or other non-distribution street light pole or standard ownership and maintenance. The agreement shall require the Customer to assume all liability and indemnify the Company for all damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the luminaires and non-distribution street light poles or standards so purchased, 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 the Customer absent the execution of a separate agreement for maintenance. All facilities and equipment purchased pursuant to this provision shall be on an AS IS basis without any warranty, whether express or implied. The Company will charge and the Customer will pay distribution, transmission, transition, DSM and renewables charges, and any other charges the Department deems appropriate, in accordance with a separate tariff established by the Company and approved by the Department.

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.

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables 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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

HOURS OF OPERATION

All street and area lights will 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 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 and including the watts for the ballast and photoelectric control. 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 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

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE3. 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, Appendix A, and presented as adjustments on the Customer's bill.

RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

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 God 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.

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

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

EXCESSIVE DAMAGE

Excessive damage due to wanton or malicious acts will 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, lamp, luminaire, fixture 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.

TERM OF AGREEMENT

Two years. Upon expiration of the initial or any subsequent period of any agreement, it will continue for additional periods of one year unless, either party has given to the other at least a six month written notice that it desires to have the agreement terminated.

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.

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.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE**II. STREET AND AREA LIGHTING – TEMPORARY TURN OFF SERVICE**

RATE

Under the Company's Street and Area Lighting - Temporary Turn Off Service for municipal Customers requesting temporary turn off of the Company's street and area lighting facilities, the Company shall bill the municipal Customer the following charges.

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Temporary Turn Off Charge per Unit</u>
<u>Incandescent</u>						
Roadway						
		1,000	105	LUM INC RWY 105W TT	n/a	\$33.19
		2,500	205	LUM INC RWY 205W TT	n/a	40.99
<u>Mercury Vapor</u>						
Roadway						
		4,400	100	LUM MV RWY 100W TT	n/a	33.21
		8,500	175	LUM MV RWY 175W TT	n/a	36.92
		13,000	250	LUM MV RWY 250W TT	n/a	47.58
		23,000	400	LUM MV RWY 400W TT	n/a	61.22
		63,000	1,000	LUM MV RWY 1000W TT	n/a	108.25
Post Top						
		4,400	100	LUM MV POST 100W TT	n/a	39.37
		8,500	175	LUM MV POST 175W TT	n/a	52.69
Floodlight						
		23,000	400	LUM MV FLD 400W TT	n/a	73.51
		63,000	1,000	LUM MV FLD 1000W TT	n/a	133.79
<u>High Pressure Sodium Vapor</u>						
Roadway						
		4,000	50	LUM HPS RWY 50W TT	n/a	38.25
		6,300	70	LUM HPS RWY 70W TT	n/a	46.27
		9,600	100	LUM HPS RWY 100W TT	n/a	48.81
		13,000(Ret)	150	LUM HPS RWY 150W TT	n/a	50.57
		16,000	150	LUM HPS RWY 150W TT	n/a	51.93
		27,500	250	LUM HPS RWY 250W TT	n/a	64.46
		50,000	400	LUM HPS RWY 400W TT	n/a	89.53
		140,000	1,000	LUM HPS RWY 1000W TT	n/a	120.04

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STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Temporary Turn Off Charge per Unit</u>
<u>High Pressure Sodium Vapor (Continued)</u>						
	Floodlight					
		6,300	70	LUM HPS FLD 70W TT	n/a	\$98.56
		27,500	250	LUM HPS FLD 250W TT	n/a	98.56
		50,000	400	LUM HPS FLD 400W TT	n/a	112.26
		140,000	1,000	LUM HPS FLD 1000W TT	n/a	151.06
	Post Top					
		4,000	50	LUM HPS POST 50W TT	n/a	91.02
		9,600	100	LUM HPS POST 100W TT	n/a	91.84
	Wallighter					
		27,500 (12 Hr.)	250	WALL HPS 250W 12 TT	n/a	77.92
		27,500 (24 Hr.)	250	WALL HPS 250W 24 TT	n/a	70.45
<u>Metal Halide</u>						
	Floodlight	32,000	400	LUM MH FLD 400W TT	n/a	107.47

2. Support and Accessory Charges:

<u>Service Type</u>	<u>Support Type</u>	<u>Description</u>	<u>Annual Temporary Turn Off Charge per Unit</u>
<u>Overhead Service</u>			
<u>Non-Distribution Pole</u>			
	Wood Pole	POLE-WOOD TEMPOFF	\$34.38
	Shared Wood Pole	POLE-WOOD ½ CHG TT	17.19
<u>Underground Service</u>			
<u>Non-Metallic Standard</u>			
	Fiberglass without Foundation	POLE LAM WOOD =<25TT	76.39
	Fiberglass with Foundation<25 ft.	POLE FIBERRWY =<25TT	70.53
	Fiberglass with Foundation =>25 ft.	POLE FIBERRWY =>25TT	117.90
<u>Metallic Standard</u>			
	Metallic Direct Embedded, (No Fdn)	POLE METAL EMB TT	102.10
	Metallic with Foundation	POLE METAL => 25' TT	142.92
	Shared Metallic Standard with Foundation	POLE METAL 1/2 CHG TT	71.45

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

3. Other Fees and Charges:

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Reactivation Charge	\$25.00
Crew Protection	Customer Responsibility

DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

1. Facility Charges

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 municipal 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, shall be a minimum length of one year to a maximum length of 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 efforts 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 municipal 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.

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-1
RETAIL DELIVERY SERVICE

REINSTATEMENT OF STREET AND AREA LIGHTING – FULL SERVICE

The provision of this service by the Company is predicated on the municipal Customer reinstating Street and Area Lighting – Full Service. The municipal 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 municipal 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 light facilities requested to be reinstated. If the Customer requests reinstatement of the Street and Area Lighting – Full Service prior to the 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 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 Street and Area Lighting - Full Service under this tariff as provided for above, (ii) the permanent discontinuance of the street or area lighting facilities, as provided for above in Section I, or (iii) the Customer's ability to take advantage of another available 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.

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.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – OVERHEAD – CUSTOMER OWNED EQUIPMENT S-2
RETAIL DELIVERY SERVICE

AVAILABILITY

Street Lighting Service is available under this rate for street lighting installations owned by any city or town or other public authority, hereinafter referred to as the Customer, pursuant to an agreement to be entered into by the Customer and the Company and in accordance with the qualifications and the specifications hereinafter set forth:

1. For municipal-owned or accepted roadways, including those classified as “private areas” for which a municipality has agreed to supply street lighting service.
2. For municipal-owned or accepted parking lots, driveways, and park walkways, if served through overhead conductors where such equipment is accessible to company motorized equipment.
3. Not for limited access highways and the access and egress ramps thereto.

This rate is available for overhead service only, and only for street lighting equipment within a geographic area, the minimum area being an entire street. This rate is closed for service to new applicants or lights effective March 1, 1998.

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge under this rate shall be calculated in accordance with the Company’s Transmission Service Cost Adjustment Provision.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company’s Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company’s Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company’s Renewables Provision.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – OVERHEAD – CUSTOMER OWNED EQUIPMENT S-2
RETAIL DELIVERY SERVICE

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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

INSTALLATION, REMOVAL OR REPLACEMENT CHARGE

The Company will charge per fixture (bracket, luminaire, conductors, and ancillary equipment) each time a fixture or its separate components are installed, removed or replaced unless the installation, removal or replacement is at the convenience of the Company. If the installation, removal and replacement of a luminaire are done at the same time, resulting in one site visit, the Customer will be charged one time per lighting facility. If the removal, replacement and installation are done at two different times resulting in two site visits, the Customer will be charged once for the removal and once for the replacement/installation of each lighting facility.

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STREET LIGHTING – OVERHEAD – CUSTOMER OWNED EQUIPMENT S-2
RETAIL DELIVERY SERVICE

RELOCATION CHARGE

The Company will charge a Relocation Charge per luminaire if the Customer desires to relocate an existing luminaire onto another pole.

RATE

The Company will undertake such service and maintenance of lamps and photoelectric controls of Company-approved Customer-owned street light equipment and will charge the Customer costs at the following rates:

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
<u>High Pressure Sodium Vapor</u>						
	<u>Roadway</u>					
		4,000	50	LUM HPS RWY 50W	255	\$26.66
		6,300	70	LUM HPS RWY 70W	359	28.85
		9,600	100	LUM HPS RWY 100W	493	31.26
		16,000	150	LUM HPS RWY 150W	722	34.75
		27,500	250	LUM HPS RWY 250W	1,269	44.13
		50,000	400	LUM HPS RWY 400W	1,962	55.91
		140,000	1,000	LUM HPS RWY 1000W	4,618	124.48
	<u>Floodlight</u>					
		27,500	250	LUM HPS FLD 250W	1,269	59.78
		50,000	400	LUM HPS FLD 400W	1,962	71.75
<u>Mercury Vapor</u>						
	<u>Roadway</u>					
		4,400	100	LUM MV RWY 100W	543	25.25

2. Support and Accessory Charges:

An additional annual charge, as enumerated below in the schedule of support and accessory charges, will be applied where the Company is requested to furnish a suitable wood pole, foundation or other accessory and applicable overhead delivery service for the sole purpose of supporting a luminaire. If, at a future date, the support is used for any purpose other than for supporting a street and/or floodlight luminaire, the support charge will be terminated.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – OVERHEAD – CUSTOMER OWNED EQUIPMENT S-2
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

<u>Service Type</u>	<u>Support Type</u>	<u>Description</u>	<u>Annual Support Charge per Unit</u>
<u>Overhead Service</u>	<u>Non-Distribution Pole</u>		
	Wood Pole	POLE-WOOD	\$49.94

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 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.

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Installation Charge	\$80.00 per luminaire
Removal Charge	80.00 per luminaire
Replacement Charge	80.00 per luminaire
Relocation Charge	100.00 per luminaire
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.

4. Rate 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.

DETERMINATION OF MONTHLY BILL FOR OVERHEAD – CUSTOMER OWNED EQUIPMENT

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.

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STREET LIGHTING – OVERHEAD – CUSTOMER OWNED EQUIPMENT S-2
RETAIL DELIVERY SERVICE2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and including the watts for the ballast and photoelectric control. 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 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, Appendix A, and presented as adjustments on the Customer's bill.

FAILURE OF LIGHTS TO OPERATE

Should any light or lights fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the energy price of 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 cases when such failure is due to an act of God 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.

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STREET LIGHTING – OVERHEAD – CUSTOMER OWNED EQUIPMENT S-2
RETAIL DELIVERY SERVICE

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

EQUIPMENT

The customer shall be responsible for specifying a particular type and size of lamp, luminaire and other facilities as contained in this tariff. All equipment shall be of utility grade and shall conform to the standards set forth by the Company. The Company reserves the right to refuse to install any equipment which, in its opinion, does not conform to its standards.

DEFECTIVE AND/OR DAMAGED EQUIPMENT

The Company shall maintain, repair and replace the photoelectric controls and lamps at no cost to the Customer. At the Customer's request, the Company will install, replace or remove the bracket, conductors, luminaires and ancillary equipment. The Customer is responsible for providing the Company with the necessary equipment other than the lamps and photocells for installation, replacement or removal. The Customer is also responsible for the charges for the installation, replacement or removal of the equipment. Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor for repairing or replacing the unit. The Customer is responsible for providing the material required to repair or replace the unit in those instances of excessive damage. Excessive damage is defined as a pole, lamp, or photo cell which has been 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.

RELAMPING

All inoperable lamps will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

CREW PROTECTION

The Customer shall be responsible for the cost of any police details or road flaggers for services provided under this rate.

PHOTOELECTRIC CONTROLS

Defective photoelectric controls will be replaced at no extra charge.

NOTIFICATION

The Customer will give six months written advance notification of requests for installation, relocation, or removal of lights.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – OVERHEAD – CUSTOMER OWNED EQUIPMENT S-2
RETAIL DELIVERY SERVICE

TERM OF AGREEMENT

Five years. After five years have passed, the agreement will be automatically renewed until such time as one party notifies the other party, in writing, that it intends to terminate the agreement. Notice must be given six months prior to the date on which the agreement would otherwise be automatically extended.

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.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICEAVAILABILITY

Service is available under this rate to any municipal city or town, hereinafter referred to as the Customer, only for street lighting installations served by underground conductors and involving a division of ownership and service as set forth in the options below.

Options

- A. Under this option the Customer agrees to install, own, and maintain all foundations on which the Company will set its standards and luminaires, and all conduit in which the Company will run its circuitry.
- B. Under this option the Customer agrees to install and own all equipment necessary for an underground served street lighting installation, and requests the Company to provide electricity for light operation and service for certain portions of the equipment. This option is closed for service to new customers or lights effective March 1, 1998.

Qualifications

1. For municipal-owned or accepted roadways that include those classified as “private areas” for which a municipal Customer has agreed to supply street light service.
2. For municipal-owned or accepted parking lots, driveways, and park walkways, if served underground.
3. Customer-owned installations must be compatible with adjacent company-owned equipment and be in accordance with Company specifications.
4. 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. Option B is available to a contractor, developer or association of customers, wherein the municipality has not agreed to accept responsibility for future payment of such lights.
6. Temporary Turn Off of street lighting service under Option A of this tariff is available to any municipal Customer that has requested to temporarily discontinue street lighting service received under this rate. Temporary Turn Off Service under Option A of this tariff provides for the Company’s street lighting facilities to remain in place in anticipation of reinstatement of Street Lighting – Underground – Full Service. The Customer shall be allowed to temporarily turn off Street Lighting – Underground – Full Service and will be billed under this tariff in accordance with the Temporary Turn Off provision included in this tariff, provided that the Customer has complied with all provisions and terms of the Company’s Street Lighting – Underground – Full Service provisions of this tariff and any related service agreements.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

7. The permanent discontinuance of street lighting service is also available under Option A of this rate; however, such discontinuance is completed by removal of the Company's street lighting facilities from the location or in-place retirement of the Company's facilities at the location at which service is discontinued.

I. STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP – FULL SERVICE

RATE S-3, OPTION A – for divided ownership and service where the Customer owns foundation and conduit and the Company owns all lighting equipment.

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
<u>Mercury Vapor*</u>						
	Post Top	4,400	100	LUM MV POST 100W	543	\$76.60
	Roadway	23,000	400	LUM MV RWY 400W	1,991	108.58
<u>High Pressure Sodium Vapor</u>						
	Post Top**	4,000	50	LUM HPS POST 50W	255	144.48
		9,600	100	LUM HPS POST 100W	493	145.78
		4,000	50	LUM HPS RWY 50W	255	48.24
		9,600	100	LUM HPS RWY 100W	493	51.58
		27,500	250	LUM HPS RWY 250W	1,269	72.73
		50,000	400	LUM HPS RWY 400W	1,962	106.34

* No further installation or relocation of this type and size light after the effective date of this rate.

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

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

2. Support and Accessory Charges:

An additional annual charge as enumerated below in the schedule of support and accessory prices will be applied to the foregoing charge for the luminaire stated in Section 1 – Luminaire Charges where the Company is requested to furnish, install, and connect a suitable standard and applicable underground service as identified below, to the Customer's installed foundation and/or conduit, for the sole purpose of supporting a luminaire assembly.

<u>Service Type</u>	<u>Description</u>	<u>Annual Support Charge per Unit</u>
<u>Support Type</u>		
<u>Underground Service</u>		
<u>Non Metallic Standard</u>		
All	POLE FIBER W/BASE	\$61.16
<u>Metallic Standard</u>		
All	POLE METAL W/BASE	134.83

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 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.

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.

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.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

RATE S-3, OPTION B – for Customer-owned installations where the Company supplies only electricity and service subject to the service provisions hereinafter stated.

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
<u>Mercury Vapor*</u>						
	Roadway or Post Top					
		4,400*	100	LUM MV RWY 100W	543	\$14.14
		8,500*	175	LUM MV RWY 175W	881	21.22
		23,000*	400	LUM MV RWY 400W	1,991	44.69
<u>High Pressure Sodium Vapor</u>						
	Roadway or Post Top					
		4,000	50	LUM HPS RWY 50W	255	17.48
		6,300	70	LUM HPS RWY 70W	359	20.61
		9,600	100	LUM HPS RWY 100W	493	23.48
		27,500	250	LUM HPS RWY 250W	1,269	35.53
		50,000	400	LUM HPS RWY 400W	1,962	54.03

* No further installation or relocation of this type or size light will be made after the effective date of this rate.

2. 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. Applicable 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.

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.

3. Rate 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.

Issued: January 7, 2010

Issued by:
Thomas B. King
President

Effective: January 1, 2010

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

CUSTOMER PURCHASE AND MAINTENANCE OF STREETLIGHTS (Option A)

Customers, specifically municipalities limited to cities and towns, under this Tariff shall have the option to purchase and maintain street lighting facilities by executing a separate agreement with the Company specifying the facilities purchased and price, and assigning to the Customer all rights, responsibilities, and obligations associated with the luminaire or other non-distribution street light pole or standard ownership and maintenance. The agreement shall require the Customer to assume all liability and indemnify the Company for all damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the luminaires and non-distribution street light poles or standards so purchased, 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 the Customer absent the execution of a separate agreement for maintenance. All facilities and equipment purchased pursuant to this provision shall be on an AS IS basis without any warranty, whether express or implied. The Company will charge and the Customer will pay distribution, transmission, transition, DSM and renewables charges, and any other charges that the Department deems appropriate, in accordance with a separate tariff established by the Company and approved by the Department.

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.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables 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.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

INSTALLATION, REMOVAL OR REPLACEMENT CHARGE (Option B)

The Company will charge per fixture (bracket, luminaire, conductors, and ancillary equipment) each time a fixture or its separate components are installed, removed or replaced unless the installation, removal, or replacement is at the convenience of the Company. If the installation, removal and replacement of a luminaire are done at the same time, resulting in one site visit, the Customer will be charged one time per lighting facility. If the removal, replacement or installation are done at two different times resulting in two site visits, the Customer will be charged once for the removal and once for the replacement/installation of each lighting facility.

RELOCATION CHARGE (Option B)

The Company will charge a Relocation Charge per luminaire if the Customer desires to relocate an existing luminaire onto another pole.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

RELAMPING (Options A & B)

All inoperable lamps will be spot replaced. The customer is responsible for notifying the Company of inoperable lamps.

CLEANING (Options A & B)

All fixtures will be cleaned at intervals concurrent with relamping.

PHOTOELECTRIC CONTROLS (Options A & B)

Defective photoelectric controls will be replaced as part of this rate at no extra charge.

DEFECTIVE AND/OR DAMAGED EQUIPMENT (Option B)

Equipment eligible for replacement by the Company will be photoelectric controls and lamps.

Luminaires, poles and brackets damaged by accident or vandalism will be replaced and re-installed by the Customer or re-installed by the Company but only where such equipment is compatible and/or interchangeable with Company-owned equipment and the Customer will be charged an applicable charge.

Foundations, ducts, and wiring within underground ducts, and such other equipment as is not compatible or inter-changeable with Company-owned equipment, must be repaired or replaced by the Customer.

CREW PROTECTION (Options A & B)

The Customer shall be responsible for the cost of any required police details or road flaggers for services provided under this rate.

SPECIAL EQUIPMENT (Option B)

Types of luminaires or standards desired by a customer which are not included in the Company's Construction Standards Book will be considered as special. Before such equipment will be considered for use, it must meet all Company's Standards' requirements. If such equipment is then approved, the annual rate will be determined according to filed rates if possible, or if cost factors do not approximate filed rates, according to cost conditions existing at the time of installation.

The Company reserves the right of final decision on the use of special equipment.

TERMS OF AGREEMENT (Options A & B)

Five years unless otherwise specified. Upon expiration of the initial or any subsequent period of any agreement, unless otherwise specified, it will continue for additional periods of one year unless, either party has given to the other at least a six month written notice that it desires to have the agreement terminated.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES (Option A)

The 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 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 costs, removal and restoration costs and any street light system reconfiguration costs to maintain all other active lights.

HOURS OF OPERATION (Options A & B)

All street 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.

FAILURE OF LIGHTS TO OPERATE (Options A & B)

Should any light or lights 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 God 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 (Options A & B)

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.

RELOCATION OF LIGHTING FACILITIES (Option A)

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 the relocation.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

DISCLAIMER OF LIABILITY (Options A & B)

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

EXCESSIVE DAMAGE (Options A & B)

Excessive damage due to wanton or malicious acts will 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 a standard, luminaire, lamp, or conductor, which has been 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 (Option A)

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.

DETERMINATION OF MONTHLY BILL FOR UNDERGROUND-DIVISION OF OWNERSHIP S-3 (Options A & B)

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 and including the watts for the ballast and photoelectric control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights 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 in 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.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICEMonthly 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, Appendix A, and presented as adjustments on the Customer's bill.

FARM DISCOUNT (Options A & B)

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 (Options A & B)

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. UNDERGROUND - DIVISION OF OWNERSHIP – TEMPORARY TURN OFF SERVICE (Option A)

RATE

Upon the Company's temporary turn off of retail delivery service to Customers requesting temporary turn off of the Company's street lighting facilities under Option A of this tariff, the Company shall bill the Customer the following charges for the temporary turn off.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Temporary Turn Off Charge per Unit</u>
<u>Mercury Vapor</u>						
	Post Top	4,400	100	LUM MV POST 100W TT	n/a	\$48.26
	Roadway	23,000	400	LUM MV RWY 400W TT	n/a	68.41
<u>High Pressure Sodium Vapor</u>						
	Post Top	4,000	50	LUM HPS POST 50W TT	n/a	91.02
		9,600	100	LUM HPS POST 100W TT	n/a	91.84
	Roadway	4,000	50	LUM HPS RWY 50W TT	n/a	30.39
		9,600	100	LUM HPS RWY 100W TT	n/a	32.50
		27,500	250	LUM HPS RWY 250W TT	n/a	45.82
		50,000	400	LUM HPS RWY 400W TT	n/a	66.99

2. Support and Accessory Charges:

<u>Service Type</u>	<u>Support Type</u>	<u>Description</u>	<u>Annual Temporary Turn Off Support Charge per Unit</u>
<u>Underground</u>			
	<u>Non Metallic Standards</u>		
	All	POLE FIBER BASE TT	\$38.53
	<u>Metallic Standards</u>		
	All	POLE METAL BASE TT	84.94

3. Other Fees and Charges:

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Reactivation Charge	\$25.00
Crew Protection	Customer Responsibility

Issued: January 7, 2010

Issued by:
Thomas B. King
President

Effective: January 1, 2010

MASSACHUSETTS ELECTRIC COMPANY

STREET AND LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

1. Facility Charges

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

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 lighting facilities to be temporarily turned off and the estimated length of the temporary discontinuance, however, shall be a minimum length of one year to a maximum length of three years. Such identification shall include sufficient information for the Company to easily locate its lighting facilities to be temporarily turned off for the purpose of turning off (red capping) the facilities.

The Company shall use its best efforts to turn off retail delivery service to its street lighting facilities within a reasonable length of time after receipt of the written notice required above. Depending upon the number of street 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 STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP – FULL SERVICE

The provision of this service by the Company is predicated on the Customer reinstating full street lighting service under Option A. The Customer's request to reinstate all or a portion of the Company's street 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 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 lighting facilities to Street Lighting - Underground - Full Service under Option A, 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 light facilities requested to be reinstated. If the Customer requests reinstatement of Street Lighting - Underground - Full Service, Option A, prior to the minimum term of one year, the Company will charge the Customer a reactivation charge per street lighting facility.

MASSACHUSETTS ELECTRIC COMPANY

STREET LIGHTING – UNDERGROUND – DIVISION OF OWNERSHIP S-3
RETAIL DELIVERY SERVICE

TERM OF SERVICE

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

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.

MASSACHUSETTS 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 city or town, hereinafter referred to as a municipal Customer that has purchased designated Company street and area lighting equipment pursuant to G.L. c. 164 § 34A and is otherwise eligible to receive retail delivery service under the Company's street and area lighting tariffs as in effect from time-to-time. If the Customer is an existing municipal Customer under the Company's Rate S-1, S-3 Option A, S-6, or S-20, and the Customer purchases street and area lights and/or dedicated poles, standards or accessories, the Customer shall be served under this rate, provided that the Customer has complied with all provisions and terms of the rates and any related service agreements. This rate shall also be available for street and area light replacements and additions installed by the Customer following its purchase of street and area lights in accordance with the notification by the Customer to the Company pursuant to this tariff.

Street and Area Lighting Service is available under this rate to any municipal Customer that has purchased the Company's 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, provided that the Customer has complied with all provisions and terms of the now closed rates and any related service agreements. The 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. This rate shall also be available for street and area light replacements and additions installed by the Customer following its purchase of street lights in accordance with the notification by the Customer to the Company pursuant to this tariff. 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.

Street and Area Lighting 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 Customer, and the execution of a license agreement between the Customer and the Company. Customers transferring from the Company's Rate S-2 or S-3 Option B, tariffs may not be required to execute a purchase and sale agreement, but will be required to execute a separate service agreement and license agreement for Rate S-2 and S-3 Option B transfers.

Street and Area Lighting Service under this rate does not include maintenance of street and area lighting equipment purchased 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 purchased and/or owned by the Customer.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
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 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

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MASSACHUSETTS 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. 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

3. 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.

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.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Service under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

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MASSACHUSETTS ELECTRIC COMPANY

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

RENEWABLES CHARGE

Customers receiving Retail Delivery Service under this rate will be charged a Renewables Charge in accordance with the Company's Renewables 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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
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 and including the watts for the ballast and photoelectric control. 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 pursuant to this provision shall be on an AS IS basis without any warranty, whether express or implied.

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
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 the municipal Customer chooses to terminate its ownership of street and area lighting equipment, the 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 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 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 Customer shall remove the Customer's street and area lights from Company-owned poles and discontinue service for street and area lights on 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.

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MASSACHUSETTS ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6
RETAIL DELIVERY SERVICE

AVAILABILITY

Service is available under this rate for full service, underground served, decorative street and area lighting applications owned by the Company to any Customer, inclusive of municipalities, governmental entity, or other public authority, hereinafter referred to as Customer in accordance with the qualifications and the specifications hereinafter set forth:

1. For municipal-owned or accepted roadways, including those classified as “private areas”, for which the municipal Customer has agreed to supply street and area lighting service.
2. Service under this rate is available to any Customer where the decorative street and area lighting facilities can be provided underground delivery service from existing secondary voltage circuits within a radial distance not to exceed 20 feet. For 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 the underground delivery service supplied decorative 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 decorative 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 decorative street 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.
6. The permanent discontinuance of Decorative 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.
7. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified decorative street and area lighting facilities is the responsibility of the Customer.
8. 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.

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MASSACHUSETTS ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6
RETAIL DELIVERY SERVICE**I. DECORATIVE STREET AND AREA LIGHTING – FULL SERVICE**

RATE

The annual charges below are applicable to all active or closed decorative street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

1. Luminaire Charges:

An annual charge as enumerated below in the schedule of luminaire assembly prices include luminaire, lamp, photoelectric control and all other components to facilitate its operation. The annual charge per luminaire type twin reflects two (2) luminaire assemblies and a post top decorative twin cross arm.

<u>Lamp Type</u>					Annual Luminaire Charge per Unit
<u>Luminaire Type</u>	<u>Lumen</u>	<u>Nominal</u>		<u>Annual</u>	
<u>Luminaire Style</u>	<u>Rating</u>	<u>Wattage</u>	<u>Description</u>	<u>kWh</u>	
<u>High Pressure Sodium Vapor</u>					
<u>Decorative Post Top</u>					
Traditional	4,000	50	DEC HPS TR 50W	255	\$144.48
Traditional	9,600	100	DEC HPS TR 100W	493	145.78
Aspen Grove	4,000	50	DEC HPS AG 50W	255	227.63
Aspen Grove	9,600	100	DEC HPS AG 100W	493	229.74
Williamsville	4,000	50	DEC HPS WL 50W	255	257.60
Williamsville	9,600	100	DEC HPS WL 100W	493	261.03
<u>Decorative Post Top - Twin</u>					
Traditional	4,000	50	DEC HPS TR-TW 50W	510	318.94
Traditional	9,600	100	DEC HPS TR-TW 100W	986	321.55
Aspen Grove	4,000	50	DEC HPS AG-TW 50W	510	485.25
Aspen Grove	9,600	100	DEC HPS AG-TW 100W	986	489.48
Williamsville	4,000	50	DEC HPS WL-TW 50W	510	545.19
Williamsville	9,600	100	DEC HPS WL-TW 100W	986	552.06

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MASSACHUSETTS ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6
RETAIL DELIVERY SERVICE2. Support and Accessory Charges:

An additional annual charge as enumerated below in the schedule of support and accessory prices will be applied to the foregoing charges per luminaire type as stated in Section 1 – Luminaire Charges where the Company is requested to furnish a suitable decorative standard, foundation or other accessory and applicable underground delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

<u>Service Type</u>		<u>Annual Support Charge per Unit</u>
<u>Support Type</u>		
<u>Standard Style</u>	<u>Description</u>	
<u>Underground Service</u>		
<u>Decorative Standard</u>		
Villager with Foundation	DEC VILL PT/FDN	\$588.52
Washington with Foundation	DEC WASH PT/FDN	612.61

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 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.

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.

4. Rate 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.

MASSACHUSETTS ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6
RETAIL DELIVERY SERVICE

CUSTOMER PURCHASE AND MAINTENANCE OF DECORATIVE STREET AND AREA LIGHTS

Customers, specifically municipalities limited to cities and towns, under this Tariff shall have the option to purchase and maintain street lighting facilities by executing a separate agreement with the Company specifying the purchased facilities and price, and assigning to the Customer all rights, responsibilities, and obligations associated with the luminaire or other non-distribution street light pole or standard ownership and maintenance. The agreement shall require the Customer to assume all liability and indemnify the Company for all damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the luminaires and non-distribution street light poles or standards so purchased, 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 the Customer absent the execution of a separate agreement for maintenance. All facilities and equipment purchased pursuant to this provision shall be on an AS IS basis without any warranty, whether expressed or implied. The Company will charge and the Customer will pay distribution, transmission, transition, DSM and renewables charges, and any other charges the Department deems appropriate, in accordance with a separate tariff established by the Company and approved by the Department.

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.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Services under this rate will be charged a Renewables Charge in accordance with the Company's Renewables 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.

MASSACHUSETTS ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6
RETAIL DELIVERY SERVICE

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

HOURS OF OPERATION

All decorative street and area lights will be operated through the use of a photoelectric control device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, referred to as dusk-to-dawn, a total of approximately 4,175 hours each year.

MASSACHUSETTS ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6
RETAIL DELIVERY SERVICE

DETERMINATION OF MONTHLY BILL FOR DECORATIVE STREET AND AREA 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 and including the watts for the ballast and photoelectric control. 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 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 Services, Appendix A, and presented as adjustments on the Customer's bill.

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.

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MASSACHUSETTS ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6
RETAIL DELIVERY SERVICE

FAILURE OF LIGHTS TO OPERATE

Should any decorative 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 decorative 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 DECORATIVE STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where decorative 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.

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

EXCESSIVE DAMAGE

Excessive damage due to wanton or malicious acts will 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, luminaire 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.

MASSACHUSETTS ELECTRIC COMPANY

DECORATIVE STREET AND AREA LIGHTING – COMPANY OWNED EQUIPMENT S-6
RETAIL DELIVERY SERVICE

RELOCATION OF DECORATIVE LIGHTING FACILITIES

A Customer may request the relocation of existing decorative 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 decorative street and area lighting 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.

PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue decorative street and area 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 decorative 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 decorative street 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 costs, removal and restoration costs and any street light system reconfiguration costs to maintain all other active lights.

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.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION
COMPANY OWNED EQUIPMENT S-20
RETAIL DELIVERY SERVICE

AVAILABILITY

1. This rate is available to any Customer receiving service on the Street and Area Lighting – Company Owned Equipment S-1 rate which agrees to convert all existing incandescent and mercury vapor source lights to high pressure sodium vapor source lights. The agreement for such conversion is part of this rate.
2. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting equipment.
3. 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.
4. Temporary Turn Off of street lighting service under this tariff is available to any municipal Customer that has requested to temporarily discontinue lighting service received under this rate. Temporary Turn Off Service under this tariff provides for the Company's street lighting facilities to remain in place in anticipation of reinstatement of Street and Area Lighting – Full Service. The Customer shall be allowed to temporarily turn off 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 Street and Area Lighting – Full Service provisions of this tariff and any related service agreements.
5. The permanent discontinuance of street 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.
6. 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.
7. 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.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION
 COMPANY OWNED EQUIPMENT S-20
 RETAIL DELIVERY SERVICE

8. 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. STREET AND AREA LIGHTING SERVICE – HIGH PRESSURE SODIUM CONVERSION – FULL SERVICE

RATE

The annual charges below are applicable to all street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>
<u>Incandescent*</u>						
	Roadway					
		1,000*	105	LUM INC RWY 105W	438	\$44.79
		2,500*	205	LUM INC RWY 205W	856	55.31
<u>Mercury Vapor*</u>						
	Roadway					
		4,400*	100	LUM MV RWY 100W	543	44.81
		8,500*	175	LUM MV RWY 175W	881	49.81
		13,000*	250	LUM MV RWY 250W	1,282	64.19
		23,000*	400	LUM MV RWY 400W	1,991	82.60
		63,000*	1,000	LUM MV RWY 1000W	4,572	146.05
	Post Top					
		4,400*	100	LUM MV POST 100W	543	53.12
		8,500*	175	LUM MV POST 175W	881	71.09
	Floodlight					
		23,000*	400	LUM MV FLD 400W	1,991	99.18
		63,000*	1,000	LUM MV FLD 1000W	4,572	180.51

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION
COMPANY OWNED EQUIPMENT S-20
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Luminaire Charge per Unit</u>	
<u>High Pressure Sodium Vapor</u>							
Roadway							
		4,000	50	LUM HPS RWY 50W	255	\$60.71	
		6,300	70	LUM HPS RWY 70W	359	73.44	
		9,600	100	LUM HPS RWY 100W	493	77.48	
		13,000(Ret)*	150	LUM HPS RWY 150W	758	80.27	
		16,000	150	LUM HPS RWY 150W	722	82.43	
		27,500	250	LUM HPS RWY 250W	1,269	102.31	
		50,000	400	LUM HPS RWY 400W	1,962	142.11	
		140,000*	1,000	LUM HPS RWY 1000W	4,618	190.54	
Floodlight							
		6,300*	70	LUM HPS FLD 70W	359	156.45	
		27,500	250	LUM HPS FLD 250W	1,269	156.45	
		50,000	400	LUM HPS FLD 400W	1,962	178.19	
		140,000*	1,000	LUM HPS FLD 1000W	4,618	239.77	
Post Top							
		4,000**	50	LUM HPS POST 50W	255	144.48	
		9,600**	100	LUM HPS POST 100W	493	145.78	
Wallighter							
		27,500 (12 Hr.)*	250	WALL HPS 250W 12 HR	1,332	123.68	
		27,500 (24 Hr.)	250	WALL HPS 250W 24 HR	2,663	111.83	
<u>Metal Halide</u>							
		Floodlight	32,000	400	LUM MH FLD 400W	1,883	\$170.58

* No further installation or relocation of this type and size light after the effective date of this rate.

** 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.

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 RETAIL DELIVERY SERVICE

2. Support and Accessory Charges:

An additional annual charge as enumerated below in the schedule of support and accessory prices will be applied to the foregoing charges per the 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.

<u>Service Type</u>	<u>Description</u>	<u>Annual Support Charge per Unit</u>
<u>Support Type</u>		
<u>Overhead Service</u>		
<u>Non-Distribution Pole</u>		
Wood Pole	POLE-WOOD	\$54.57
Shared Wood Pole	POLE-WOOD ½ CHG	27.29
<u>Underground Service</u>		
<u>Non-Metallic Standard</u>		
Fiberglass without Foundation	POLE FIBER PT <25FT	121.26
Fiberglass with Foundation<25 ft.	POLE FIBER <25FT	111.95
Fiberglass with Foundation=>25 ft.	POLE FIBER RWY =>25FT	187.15
<u>Metallic Standard</u>		
Metallic Direct Embedded, (No Fdn)*	POLE METAL EMBEDDED	162.07
Metallic with Foundation	POLE METAL =>25FT	226.85
Shared Metallic Standard with Foundation	POLE METAL ½ CHG	113.42

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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

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.

CUSTOMER PURCHASE AND MAINTENANCE OF STREETLIGHTS

Customers, specifically municipalities limited to cities and towns, under this Tariff shall have the option to purchase and maintain street light facilities by executing a separate agreement with the Company specifying the facilities purchased and price, and assigning to the Customer all rights, responsibilities, and obligations associated with the luminaire or other non-distribution street light pole or standard ownership and maintenance. The agreement shall require the Customer to assume all liability and indemnify the Company for all damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the luminaires and non-distribution street light poles or standards so purchased, 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 the Customer absent the execution of a separate agreement for maintenance. All facilities and equipment purchased pursuant to this provision shall be on an AS IS basis without any warranty, whether express or implied. The Company will charge and the Customer will pay distribution, transmission, transition, DSM and renewables charges, and any other charges that the Department deems appropriate, in accordance with a separate tariff established by the Company and approved by the Department.

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.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Services under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

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RENEWABLES CHARGE

Customers receiving Retail Delivery Service under this rate will be charged a Renewables Charge in accordance with the Company's Renewables 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.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

HOURS OF OPERATION

All street and area lights will 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.

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STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION
COMPANY OWNED EQUIPMENT S-20
RETAIL DELIVERY SERVICE

DETERMINATION OF MONTHLY BILL FOR STREET AND AREA LIGHTING – FULL SERVICE

The monthly bill will be based on the following:

1. Facility Charges

The Luminaire Charges and Support and Accessory Charges above 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 and including the watts for the ballast and photoelectric control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights 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

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, Appendix A, and presented as adjustments on the Customer's bill.

RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION
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RETAIL DELIVERY SERVICE

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 God 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.

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

EXCESSIVE DAMAGE

Excessive damage due to wanton or malicious acts will 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, lamp, luminaire 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.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION
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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.

TERM OF AGREEMENT

Two years. Upon expiration of the initial or any subsequent period of any agreement, it will continue for additional periods of one year unless either party has given to the other at least a six month written notice that it desires to have the agreement terminated.

PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue street and area 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 street and area 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 street and area 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 costs, removal and restoration costs and any street light system reconfiguration costs to maintain all other active lights.

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.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION
COMPANY OWNED EQUIPMENT S-20
RETAIL DELIVERY SERVICE**II. STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION –
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 following charges for the temporary turn off.

4. Luminaire Charges:

<u>Lamp Type</u>	<u>Lumen Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Temporary Turn Off Charge per Unit</u>
<u>Incandescent</u>						
Roadway						
		1,000	105	LUM INC RWY 105W TT	n/a	\$33.19
		2,500	205	LUM INC RWY 205W TT	n/a	40.99
<u>Mercury Vapor</u>						
Roadway						
		4,400	100	LUM MV RWY 100W TT	n/a	33.21
		8,500	175	LUM MV RWY 175W TT	n/a	36.92
		13,000	250	LUM MV RWY 250W TT	n/a	47.58
		23,000	400	LUM MV RWY 400W TT	n/a	61.22
		63,000	1,000	LUM MV RWY 1000W TT	n/a	108.25
Post Top						
		4,400	100	LUM MV POST 100W TT	n/a	39.37
		8,500	175	LUM MV POST 175W TT	n/a	52.69
Floodlight						
		23,000	400	LUM MV FLD 400W TT	n/a	73.51
		63,000	1,000	LUM MV FLD 1000W TT	n/a	133.79

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COMPANY OWNED EQUIPMENT S-20
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RATE (CONTINUED)

<u>Lamp Type</u>	<u>Lumen Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>	<u>Annual Temporary Turn Off Charge per Unit</u>
<u>High Pressure Sodium Vapor</u>						
	<u>Roadway</u>					
		4,000	50	LUM HPS RWY 50W TT	n/a	\$38.25
		6,300	70	LUM HPS RWY 70W TT	n/a	46.27
		9,600	100	LUM HPS RWY 100W TT	n/a	48.81
		13,000(Ret)	150	LUM HPS RWY 150W TT	n/a	50.57
		16,000	150	LUM HPS RWY 150W TT	n/a	51.93
		27,500	250	LUM HPS RWY 250W TT	n/a	64.46
		50,000	400	LUM HPS RWY 400W TT	n/a	89.53
		140,000	1,000	LUM HPS RWY 1000W TT	n/a	120.04
	<u>Floodlight</u>					
		6,300	70	LUM HPS FLD 70W TT	n/a	98.56
		27,500	250	LUM HPS FLD 250W TT	n/a	98.56
		50,000	400	LUM HPS FLD 400W TT	n/a	112.26
		140,000	1,000	LUM HPS FLD 1000W TT	n/a	151.06
	<u>Post Top</u>					
		4,000	50	LUM HPS POST 50W TT	n/a	91.02
		9,600	100	LUM HPS POST 100W TT	n/a	91.84
	<u>Wallighter</u>					
		27,500 (12 Hr.)	250	WALL HPS 250W 12 TT	n/a	77.92
		27,500 (24 Hr.)	250	WALL HPS 250W 24 TT	n/a	70.45
<u>Metal Halide</u>						
	<u>Floodlight</u>					
		32,000	400	LUM MH FLD 400W TT	n/a	107.47

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RETAIL DELIVERY SERVICE

RATE (CONTINUED)

5. Support and Accessory Charges:Annual
Temporary
Turn Off
Support
Charge
per UnitService TypeSupport TypeDescriptionOverhead ServiceNon-Distribution Pole

Wood Pole

POLE-WOOD TEMPOFF

\$34.38

Shared Wood Pole

POLE-WOOD ½ CHG TT

17.19

Underground ServiceNon-Metallic Standard

Fiberglass without Foundation

POLE LAM WOOD =<25TT

76.39

Fiberglass with Foundation <25 ft.

POLE FIBER RWY =<25TT

70.53

Fiberglass with Foundation =>25 ft.

POLE FIBER RWY =>25TT

117.90

Metallic Standard

Metallic Direct Embedded, (No Fdn)

POLE METAL EMB TT

102.10

Metallic with Foundation

POLE METAL =>25 TT

142.92

Shared Metallic Standard with Foundation

POLE METAL ½ CHG TT

71.45

6. Other Fees and Charges:Fee or Charge TypeCharge Amount

Reactivation Charge

\$25.00

Crew Protection

Customer Responsibility

DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

1. Facility Charges

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 municipal Customer.

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – HIGH PRESSURE SODIUM VAPOR CONVERSION
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RETAIL DELIVERY SERVICE

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, shall be a minimum length of one year to a maximum length of three years. Such identification shall include sufficient information for the Company to easily locate its street lighting facilities to be temporarily turned off for the purpose of turning off (red capping) the facilities.

The Company shall use its best efforts 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 municipal 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 STREET AND AREA LIGHTING – FULL SERVICE

The provision of this service by the Company is predicated on the municipal Customer reinstating Street and Area Lighting – Full Service. The municipal 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 municipal Customer's request, the Company shall use its best efforts to return the street and area lighting facilities to street 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 light facilities requested to be reinstated. If the Customer requests reinstatement of the Street and Area Lighting – Full Service prior to the 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 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 Street and Area Lighting - Full Service under this tariff as provided for above, (ii) the permanent discontinuance of the street lighting facilities, as provided for above in Section I, or (iii) the Customer's ability to take advantage of another available 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.

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COMPANY OWNED EQUIPMENT S-20
RETAIL DELIVERY SERVICE

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.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

I. GENERAL

1. Provisions

The following terms and conditions shall be a part of each Rate Schedule of Massachusetts Electric Company and Nantucket Electric Company (together “the Company”) now or hereafter in effect except as they may be expressly modified by contract or a particular Rate Schedule, or superseded by order or regulations of the Massachusetts Department of Public Utilities (“MDPU”). If there is a conflict between the orders or regulations of the MDPU and these Terms and Conditions, the orders or regulations of the MDPU shall govern. The headings used in these Terms and Conditions are for convenience only and shall not be construed to be part of, or otherwise to affect, these Terms and Conditions.

2. Definitions

“Competitive Supplier” shall mean any entity licensed by the MDPU to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Basic Service to its distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

“Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Basic Service” shall mean the service provided by the Distribution Company to a Customer who is not receiving either Generation Service from a Competitive Supplier in accordance with the provisions set forth in the Company’s Basic Service tariff, on file with the MDPU.

“Distribution Company” or “Company” shall mean Massachusetts Electric Company or Nantucket Electric Company.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“Generation Service” shall mean the sale of electricity, including ancillary services such

as the provision of reserves, to a Customer by a Competitive Supplier.

“MDPU” shall mean the Massachusetts Department of Public Utilities.

“Terms and Conditions” shall mean these Terms and Conditions for Distribution Service.

3. Other Provisions

If for any reason a Customer does not have a registered Competitive Supplier, the Company will provide Basic Service to the Customer.

II. DISTRIBUTION SERVICE

1. Rates and Tariffs

1A. Schedule of Rates

The Company furnishes its various services under tariffs and/or contracts (“Schedule of Rates”) promulgated in accordance with the provisions of G.L. c. 164, and MDPU decisions, orders, and regulations. Such Schedule of Rates, which includes these Terms and Conditions, is available for public inspection during normal business hours at the business offices of the Company and at the offices of the MDPU.

1B. Amendments; Conflicts

The Schedule of Rates may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in G.L. c. 164, §§ 93, 94. When effective, all such revisions, amendments, supplements, or replacements will appropriately supersede the existing Schedule of Rates. If there is a conflict between the express terms of any Rate Schedule or contract approved by the MDPU and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

1C. Modification by Company

No agent or employee of the Company is authorized to modify any provision or rate contained in the Schedule of Rates or to bind the Company to perform in any manner contrary thereto. Any modification to the Schedule of Rates or any promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the MDPU, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the MDPU.

1D. Selection of Correct Rate

The Company shall provide notice regarding its applicable rate schedules annually to all Customers. The Company shall advise each new residential Customer of the least expensive rate available for Distribution Service based on information in the Company's records. Each new non-residential Customer shall be advised of the least expensive rate for Distribution Service based on available information in the Company's existing records or as a result of a field inspection by the Company when the Customer provides information that is inconsistent with the Company's records. Upon receipt of adequate information concerning rates, selection of the rate is the responsibility of the Customer. Each Customer is responsible for accurately describing their electrical needs and equipment and updating the Company as changes occur. Each Customer is entitled to change from one applicable Distribution Service rate schedule to another upon written application to the Company. Any Customer who has changed from one Distribution Service rate to another may not change again within one (1) year or any longer period as specified in the tariff under which the Customer is receiving distribution service. A change in rate that is requested by the Customer will not necessarily produce a retroactive billing adjustment.

2. Obtaining Service from the Company

2A. Applying for Service

Application for Distribution, Basic, or any other service offered by the Company will be received through any agent or any duly authorized representative of the Company.

2B. Method of Application

The Company may accept oral application by a prospective Customer for residential service, except as noted in Section II.2C, below. All applicants must be of legal age or an emancipated minor to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided. Landlord Customers are required to provide a contact telephone number and non-post office box contact mail address as a condition for service. Application for non-residential service may, at the Company's option, be in writing on forms provided by the Company and payment of a deposit shall be made if applicable and in accordance with 220 C.M.R. § 26.00. When a written application for non-residential service is required, such service shall not commence until the Company has received written application, except that service may temporarily be provided for an interim period not to exceed ten (10) working days pending the receipt of a duly executed written application for service. No agent or employee of the Company is authorized to modify orally any provisions of such written application or to bind the Company to any promise or representation

contrary thereto except in writing by a duly authorized Company representative.

2C. Written Application

In the event that an oral application for service is received by the Company from an applicant not currently a Customer of Record for a location where service is scheduled to be disconnected for non-payment or is currently disconnected for non-payment, the Company may request that application be made in writing to any agent or duly authorized representative of the Company as a precondition for service. The Company reserves the right to refuse service, at any location, to an applicant who is indebted to the Company for any service furnished to such applicant. However, the Company shall commence service if the applicant has agreed to a reasonable payment plan.

2D. Description of Service Offered

Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be required, and any other pertinent information requested by the Company, the Company will provide the information required pursuant to Section II.1D and will also advise the Customer of the type and character of the service it will furnish, of the applicable schedule under which service will be provided, of the point at which service will be delivered and, if requested, of the location of the Company's metering and related equipment.

2E. Term of Customer's Obligation to Company

Each Customer shall be liable for service taken until such time as the Customer requests termination of Distribution Service and a final meter reading is recorded by the Company. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. Such meter reading and final bill shall not be unduly delayed by the Company or the Customer may not be liable for payment of bills attributable to such undue delay. In the event that the Customer of Record hinders the Company's access to the meter or fails to give notice of termination of Distribution Service to the Company, the Customer of Record shall continue to be liable for service provided until the Company either disconnects the meter or a new party becomes a Customer of the Company at such service location. The Customer shall be liable for all costs incurred by the Company.

2F. Continuation of Service at Rental Property

On an annual basis, the Company shall notify each Customer that any owner of rental property within the Company's service territory may have service transferred automatically into the owner's name in the event that the Customer of record (tenant)

moves out and a new Customer has not applied for Distribution Service. Otherwise, the automatic transfer of service will not occur unless a tenant moves out and the Company has a form signed by the owner or other written authorization on file. The signed form or other written authorization shall be effective without renewal until revoked by the owner. The Company may at its option terminate the service unless authorization from the owner has been received.

2G. Seasonal Residential Service (M.D.P.U. Approval Required)

Only the owner of the premises to be served may be the Customer of record unless the tenant provides a signed lease or other evidence demonstrating occupancy for at least a six-month period. Once accepted by the Company as Customer of record, the applicant shall assume all obligations set forth herein with respect to the service.

3. Security Deposits

3A. Non-Residential Accounts

Subject to law and the applicable regulations of the MDPU, security deposits may only be required from new non-residential accounts; or from non-residential accounts for service of a similar character, at any location, under any name, if this service has been properly terminated during the last eighteen months due to non-payment; or if a non-residential account has failed to pay during the same eighteen-month period at least two bills, not reasonably in dispute, within forty-five days from the date of receipt of each such bill. The maximum amount of any security deposit required shall not exceed the equivalent of two months' average use, or the use for any one month, whichever is greater. If actual use information is not available, the Company, with the aid of the Customer, shall estimate an average twelve months' consumption upon which to base the amount of the security deposit in accordance with 220 C.M.R. § 26.03.

3B. Termination of Service

The Company may terminate any non-residential Customer's Distribution Service if a security deposit authorized by Section II.3A, above, is not made in accordance with the provisions outlined in 220 C.M.R. § 26.08.

3C. Refund of Deposit; Interest

The security deposit, plus any accrued interest not previously credited to the account, shall be refunded without request if the Customer has paid all bills for use for any twenty-four month period from the date of deposit and without leaving such bills unpaid for more than forty-five days of their receipt. Interest will accrue on all deposits paid by

check, cash, or money order and held over six months at a rate equivalent to the rate paid on a two-year United States Treasury note for the preceding calendar year, or as otherwise determined by 220 C.M.R. § 26.09.

4. Service Supplied

4A. Delivery Point and Metering Installation

The Company shall furnish and install, at locations it designates, one or more meters for the purpose of measuring the electricity delivered. The Company may at any time change any meter it installed. Except as specifically provided by a given rate, all rates in the Schedule of Rates are predicated on service to a Customer at a single Customer Delivery Point and metering installation. Where service is supplied to an account at more than one delivery point or metering installation, each single point of delivery or metering installation shall be considered to be a separate account for purposes of applying the Schedule of Rates, except (1) if a Customer is served through multiple Customer Delivery Points or metering installations for the Company's own convenience, or (2) if otherwise approved by the MDPU, or (3) if the Customer applies to the Company and the use is found to comply with the availability clauses in the Schedule of Rates.

Should a Customer or a Competitive Supplier request a new meter or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the meter or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

4B. Conditions for Customer Payment

The Company reserves the right to reject any application for Distribution Service if the amount or nature of the service applied for, or the distance of the premises to be served from existing suitable transmission or distribution facilities, or the difficulty of access thereto is such that the estimated income from the service applied for is insufficient to yield a reasonable return to the Company, unless such application is accompanied by a cash payment or a guarantee of a stipulated revenue for a definite period of time, or both, at the option of the Company, satisfactory to the Company in the exercise of reasonable judgment. The Company will provide a cost estimate for the requested service based on

current policies for the line and service extension, as stated in Appendix B. A written cost estimate, sufficient to justify all expenses to be charged to the Customer, shall be provided to the Customer upon request.

4C. Unusual Load Characteristics

The Company may, in the exercise of reasonable judgment, refuse to supply service to loads having unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel.

In lieu of such refusal, the Company may require a Customer to install any necessary operating and safety equipment in accordance with requirements and specifications of the Company provided such installation does not conflict with applicable electrical code, and Federal, State or Municipal law.

4D. Temporary Use

Where Distribution Service under the Schedule of Rates is to be used for temporary purposes only, the Customer may be required to pay the cost of installation and removal of equipment required to render service in addition to payments for electricity. Payment of such costs of installation and removal of equipment shall be required in advance of any construction by the Company. If any such installation presents unusual difficulties as to metering the service supplied, the Company may estimate consumption for purposes of applying the Schedule of Rates. Unless otherwise approved by the Company in writing, temporary service shall be defined as installations intended for removal within a period not to exceed twelve months.

4E. Power Factor

Except as may otherwise be provided in a specific rate, a Customer taking service is expected to maintain a power factor of not less than ninety percent (90%). The Company may require any Customer not satisfying this power factor requirement to furnish, install, and maintain, at no cost to the Company, such corrective equipment as the Company may deem necessary under the circumstances. Alternatively, the Company may elect to install such corrective equipment at the Customer's expense.

5. Billing and Metering

5A. Billing Period Defined

The basis of all charges is the billing period, which is defined as the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings. The standard billing period is thirty (30) days. In the event that a period

between bills is less than twenty-six (26) days or more than thirty-six (36) days, billing will be prorated by the Company to reflect a thirty (30)-day billing period. Bills will be rendered once each billing period unless otherwise approved by the MDPU.

5B. Bills; Time of Payment

Unless otherwise specific, bills of the Company are payable upon receipt and may be paid at any business office of the Company or at any authorized collector or agent. Bills shall be deemed paid when valid payment is received at any of these identified payment locations. Bills shall be deemed rendered and other notices duly given when delivered personally to the Customer or three days following the date of mailing to the mailing address, or to the premises supplied, or the last known address of the Customer. The address and telephone number of the MDPU's Consumer Division shall appear on each residential bill rendered by the Company or the Competitive Supplier. Customer payment responsibilities with Competitive Suppliers shall be governed by the particular Customer/Competitive Supplier contract.

5C. Past Due Bills

Any bill rendered to a residential Customer on a monthly basis for which valid payment has not been received within either forty-five (45) days from the date rendered, or for a period of time greater than has elapsed between the rendering of such bill and the rendering of the most recent previous bill, whichever period is greater, shall be considered past due.

5D. Interest on Past Due Non-Residential Accounts

A Distribution Service or Basic Service bill rendered to a non-residential Customer on a monthly basis for which valid payment has not been received within twenty-five (25) days from the date rendered shall be considered past due and bear interest on any unpaid balance, including any outstanding interest charges. Such interest rate shall be at a rate no higher than the rate paid on two-year United States Treasury notes for the preceding twelve (12) months ending December 31 of any year, plus ten (10) percent, i.e. 1000 basis points, or as otherwise determined by 220 C.M.R. § 26.10. Such interest charge shall be paid from the date thereof until the date of payment with the exception that any electric service bills rendered to the Federal Government, Commonwealth of Massachusetts, or any agency, city, town, county or political subdivision thereof shall not bear such interest charge until fifty-five (55) days shall have elapsed from the date of such bill.

5E. Billing for Generation Service

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Basic Service.

The Company shall offer two billing service options to Customers receiving Generation Service from Competitive Suppliers: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service, as set forth in the Model Terms and Conditions for Competitive Suppliers, § 8.

5F. Generation Source

The Company shall reasonably accommodate a change from Basic Service or Generation Service to a new Competitive Supplier in accordance with the Terms and Conditions for Competitive Suppliers, and shall accommodate a change to Basic Service in accordance with the tariffs on file and approved by the MDPU.

5G. Actual Meter Readings; Estimates

The Company shall make an actual meter reading at least every other billing period. At the request of a Customer's Competitive Supplier, the Company shall make an actual meter reading every billing period. If a meter is not scheduled to be read in a particular month, or if the Company is unable to read the meter when scheduled for any of the reasons set forth in 220 C.M.R. § 25.02, or if the meter for any reason fails to register the correct amount of electricity supplied or the correct demand of any Customer for a period of time, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered.

5H. Optional Customer Meter Readings

Any Customer who would otherwise receive an estimated bill pursuant to Section II.5B, above, may elect to receive a bill based on a Customer meter reading by reading his/her meter on the date prescribed by the Company and calling the appropriate telephone number provided by the Company to report the reading. However, only Company readings are considered actual readings in accordance with 220 C.M.R. § 25.02.

5I. Access to Meters

A properly identified and authorized representative of the Company shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing the Company's meters, meter

reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with the applicable General Laws, MDPU regulations, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

5J. Diversion and Meter Tampering

If a Customer receives unmetered service as the result of any tampering with the meter or other Company equipment, the Company shall take appropriate corrective action including, but not limited to, making changes in the meter or other equipment and rebilling the Customer. The Customer may be held responsible to the Company for any use of electricity that occurs beyond the point of the meter installation.

5K. Returned Check Fee

The Company may assess a returned check fee pursuant to Section II.11, below, to any Customer whose check made payable to the Company is dishonored by any bank when presented for payment by the Company. Receipt of a check or payment instrument that is subsequently dishonored shall not be considered valid payment.

5L. Collection of Taxes

The Company shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to the delivery of electricity or sale of electricity under Basic Service. The Customer shall be responsible for identifying and requesting any exemption from the collection of the tax by filing appropriate documentation with the Company.

6. Discontinuance of Service

6A. Grounds for Discontinuance

The Company may discontinue Distribution Service and/or remove its equipment from any Customer's premises if the Customer has provided the Company with materially incorrect information or fails to comply with the provisions of the Schedule of Rates or any supplementary or other agreement entered into with the Company, subject to any applicable billing and termination procedures of the MDPU. The Company may also discontinue Distribution Service and remove its equipment from the Customer's premises in case of violation of any applicable General Laws, local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge or Sheriff or Locksmith fee pursuant to Section II.11, below, upon such discontinuance of service. Payment of any Account Restoration Charge or Sheriff or Locksmith fee may be required as a precondition to restoration of service.

6B. Discontinuance for Unsafe Installation

The Company reserves the right to disconnect its Distribution Service at any time without notice, or to refuse to connect its service, if to its knowledge or in its judgment the Customer's installation is unsafe or defective or will become unsafe imminently. Distribution Service may not be resumed until the local wiring inspector approves the installation. The Company shall make a reasonable effort to notify each Customer prior to such discontinuance of Distribution Service, and in any event shall provide written notice to the Customer of the reason for discontinuance of service and the actions required for resumption of service.

6C. Customer Notice of Termination

The Customer shall be responsible for all charges for service furnished by the Company under the applicable rates as filed from time to time with the MDPU, from the time service is started until it is finally terminated. A Customer who gives at least three (3) business days notice of termination will not be held responsible for charges for service furnished after the requested termination date unless, through fault or neglect of such Customer, the Company is unable to terminate the service, or the Customer is a landlord and the Company is required to comply with the billing and termination regulations of the MDPU.

7. Customer's Installation

7A. Permits

The Company shall make application within a reasonable time period for any necessary locations or street permits required by public authorities for the Company's lines, poles, and other apparatus. The Company shall make Distribution Service available within a reasonable time after such permits are granted. The applicant for Distribution Service shall obtain all other permits, inspections, reports, easements, and other necessary approvals and submit them in writing to the Company. The Company shall not be required to commence or continue service unless and until the Customer has complied with all valid requirements of any governmental authority and any Company requirement approved by the MDPU regarding the use of electricity on the premises (e.g., certificate, permit, license, or right-of-way). The subsequent termination of any valid regulatory or Company requirements for such Distribution Service shall terminate any contract then existing for such service without any liability on the Company for breach of such contract or failure to furnish Distribution Service.

7B. Notice of Equipment Changes

The Customer shall notify the Company in writing before making any significant change in the Customer's electrical equipment if the change could affect the capacity or other characteristics of the Company's facilities required to serve the Customer. The Customer shall be liable for any damage to the Company's facilities caused by any addition or change if made without prior notification to the Company. The Company shall provide annual information to its Customers on general types of additions or changes to the Customer's electrical equipment that could affect the capacity or other characteristics of the Company's facilities.

7C. Separate Service

The Company shall not be required to install a separate service or meter for a garage, barn, or other out-building if located such that the garage, barn, or other out-building may readily be supplied through a service and meter in the main premises.

7D. Standards for Interconnection

The Customer's installation shall conform to the requirements of the Company's Standards for Interconnection and/or such further requirements as the Company may promulgate from time to time, as appropriate and as approved by the MDPU. Copies of such requirements are available from the Company. If the Customer has apparatus for the generation of electricity, the wiring may not be configured to allow interconnection with the Company's service until forty-five (45) days after the delivery of a notice of intent to interconnect without any objection being raised by the Company, or unless the Customer has obtained the Company's prior written consent in each case.

7E. Suitability of Equipment

All of the Customer's apparatus shall be suitable for operation with the service supplied by the Company. The Customer shall not use the service supplied for any purpose, or with any apparatus, that would cause a disturbance to any part of the Company's system sufficient to impair the service rendered by the Company to its other Customers.

7F. Distribution Service from Outside Service Territory

In accordance with St. 1997, c. 164, § 193 (G.L. c. 164, § 1B(a)), a Customer may not receive Distribution Service from an entity other than the Company with the exclusive obligation to serve within the Customer's service territory without, in each case, obtaining the prior written consent of the Company, and complying with all applicable safety and siting requirements.

8. Company's Installation

8A. Information and Requirements for Distribution Service

Upon request the Company shall furnish to any person detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Information and Requirements Booklet, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

8B. Interference with Company Property

All meters, services, and other electric equipment owned by the Company, regardless of location, shall be and will remain the property of the Company; and no one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain such property. The Customer shall not interfere with or alter the meter, seals or other property used in connection with the rendering of service or permit the same to be done by any person other than the authorized agents or employees of the Company. The Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances beyond the Customer's control. Such property shall be installed at points most convenient for the Company's access and service and in conformance with public regulations in force from time to time. The costs of relocating such property shall be borne by the Customer when done at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer.

8C. Protection of Company's Equipment

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, barriers, and foundations for the protection of the equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or the Company. If the Customer refuses, the Company may at its option charge the Customer for furnishing and maintaining the necessary protection of the equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Company's specifications and approval.

8D. Meter Accuracy

The Company shall maintain the accuracy of all metering equipment installed pursuant

hereto by regular testing and calibration in accordance with recognized standards. A meter which does not vary more than 2 percent above or below the recognized comparative standard shall be considered accurate. After a thorough investigation by the Company, a Customer may ask the Company to test the accuracy of any of its metering equipment installed upon the Customer's premises. Any such test shall be conducted according to the standards as established in G.L. c. 164, § 120. Subsequent requests for testing the said meter shall be subject to individual review by the Company. The Company may, at its option, and with proper pre-notification to Customers assess a fee for any subsequent testing pursuant to G.L. c. 164, § 120. If the meter does not register accurately upon subsequent testing, the assessed fee will be returned to the Customer.

8E. Unauthorized Use or Unsafe Conditions

If the Company finds an unauthorized use or unsafe conditions of electricity, the Company may make such changes in its meters, appliances, or other equipment or take such other corrective action as may be appropriate to ensure only the authorized use of the equipment and the Company's installation, and also to ensure the safety of the general public. Upon finding an unauthorized use of electricity, the Company may terminate the service and assess reasonable estimated service charges as well as all costs incurred in correcting the condition. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the Company or the Customer, or to limit in any way any legal recourse which may be open to the Company including, without limitation, G.L. c. 164, § 127 and 127A.

8F. Underground Surcharge

In the event that a municipality within which the Company furnishes Distribution Service votes to adopt a bylaw or ordinance forbidding new installation of overhead transmission or distribution facilities or requiring removal of existing facilities, the Company may charge its Customers within such a municipality a differential in rates or a billing surcharge, as appropriate, in accordance with G.L. c. 166, §§ 22D, 22L, 22M and relevant Company policies approved by the MDPU.

9. Company Liability

9A. Unless there is negligence on the part of the Company, the Company shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, or failure to receive any electricity for which in any manner contracted, or due to the operation in accordance with good utility practice of an emergency load reduction program by the Company or one with

whom it has contracted for a supply of electricity, or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Company is unable for any of the causes enumerated above to supply electricity for a continuous period of two days or more, then upon request of the Customer, the demand charge, if any, shall be suspended for the duration of such inability.

- 9B. Unless there is negligence on the part of the Company, the Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises. In any event, for non-residential Customers served under general service rates, the Company shall not be liable in contract, in tort (including negligence and Mass. G.L. c. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the Customer or other economic harm.

10. Lighting Service Charge

Pursuant to Section II.11, 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.

11. Schedule of Charges

The Company reserves the right to impose reasonable fees and charges pursuant to the various provisions of these Terms and Conditions. Said fees and charges shall be set forth in Appendix A to these Terms and Conditions, as on file with the MDPU.

12. Line Extension Policy

The Company's line extension policies are included in Appendix B.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

APPENDIX A

SCHEDULE OF FEES AND CHARGES

The following fees and charges shall be a part of the Terms and Conditions of Massachusetts Electric Company and Nantucket Electric Company (together “the Company”) in accordance with Docket No. 97-65 of the Department of Public Utilities (“M.D.P.U.”)

I. Account Restoration Charge

Pursuant to the Company’s Terms and Conditions, the Company may assess an Account Restoration Charge for the restoration of service after discontinuance pursuant to Section II.6 of the Company’s Terms and Conditions. The Account Restoration Charge of thirty-eight dollars (\$38) will be charged and collected from all Customers except the Company’s low income (Rate Schedule R-2) Customers. Customers disconnected at a pole or manhole will pay the same charge or a higher charge if the M.D.P.U. should approve a higher charge for restoration at a pole or manhole. This charge will be paid in a means acceptable to the Company prior to restoration of service. Local distribution service connections seasonally discontinued at the Customer’s request will be assessed the same charges.

II. Returned Check Fee

Pursuant to the Company’s Terms and Conditions, the Company may assess a Returned Check Fee for checks the Company has received from the Customer and presented to and subsequently dishonored by any bank pursuant to Section II.5K of the Company’s Terms and Conditions. The Returned Check Fee of fifteen (\$15) dollars will be charged and collected from all Customers except the Company’s low income (Rate Schedule R-2) Customers.

III. Line Extension Fees for Policy 1 and Policy 2

Summary of Fees and Charges- Policy 1

Allowed Overhead Distance per House	150 feet or 1 pole, whichever is greater
Overhead Cost per Foot Sole Ownership Joint Ownership	\$21.22* \$17.68*

Under Policy 1, there is no allowed underground distance for a single residential home. The Customer is given a credit equal to the cost of 150 feet of overhead distribution line towards the construction cost of the underground line extension and the Customers pays for the costs in excess of the amount of the credit.

*These costs do not include the tax liability for customer cash payments.

Summary of Fees and Charges- Policy 2

Allowed Overhead Distance per House	45 feet
Overhead Cost per Foot Sole Ownership Joint Ownership	\$21.22 \$17.68
Allowed Underground Distance per House	45 feet
Underground Cost per Centerline Foot	\$20.57*

*These costs do not include the tax liability for customer provided labor and material and for cash payments.

IV. Lighting Service Charge

Pursuant to the Company's Terms and Conditions, 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. A Lighting Service Charge of one hundred twenty-six dollars and twenty-one cents (\$126.21) per occurrence will be assessed to the Customer on a subsequent bill.

Issued: January 7, 2010

Issued by:
Thomas B. King
President

Effective: January 1, 2010

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

APPENDIX B

POLICY 1

LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

The following policies are part of the Terms and Conditions of all rates, and compliance by the Customer is a condition precedent to the initial and continuing supply of electricity by Massachusetts Electric Company or Nantucket Electric Company (Company):

I. Applicability

1. General

When an individual residential customer ("Customer") requests that a distribution line be extended to serve the Customer's single family or duplex home the terms of this policy shall apply.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company's "Information And Requirements For Electric Service" booklet and the Company's Terms and Conditions as filed with the Massachusetts Department of Public Utilities.

2. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company's Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

3. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company's street light tariffs approved by the Department of Public Utilities. The Company should be consulted regarding street light rates, costs and availability.

4. Seasonal Service

Issued: January 7, 2010

Issued by:
Thomas B. King
President

Effective: January 1, 2010

This policy shall not apply to lines constructed for seasonal service. The Company should be contacted regarding the cost and availability of seasonal service.

II. Construction of Facilities

1. Line Extension on Public Way and Private Property

1A. General

No distinction shall be made between line extensions on public ways or private property except where specifically noted.

1B. Overhead Line Extension

The Company shall be responsible for:

- i. installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house; and
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property in accordance with the Company's specifications and subject to the Company's inspection.

1C. Underground Line Extension

If the Customer requests an underground primary distribution line on private property in lieu of the standard overhead line, the Company will give reasonable consideration to the request. If the Company believes that there are technical complications, safety issues, engineering concerns, or other reasonable concerns, regarding the feasibility and/or

maintenance of an underground system in the given circumstances, the Company may decline to install, own or maintain the underground service.

The Company shall be responsible for:

- i. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iii. providing Company owned street light foundations;
- iv. providing, installing, owning and maintaining the transformer, Company owned street lights, meter and primary cable;
- v. making all connections to Company equipment; and
- vi. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, secondary cable, and conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents;
- iii. installing foundations, provided by the Company, for Company owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;

- v. installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to the designated meter location(s); and
- vi. turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

III. Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Information and Requirements for Electric Service" as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

IV. Payment Required

1. Overhead Line Extension

1A. Overhead Cost per Foot

The "Overhead Cost Per Foot" will be a predetermined cost per foot calculated annually by the Company. The "Overhead Cost Per Foot" excludes the Company's applicable tax liability. This cost is located in Appendix A, Schedule of Fees and Charges, of the Company's Terms and Conditions.

1B. Total Allowed Overhead Line Distance per House

The Company will provide a predetermined length of overhead distribution line, plus a service drop per house, free of charge (“Allowed Overhead Line Distance Per House”). The service drop is considered to be from the last pole to the house.

The “Allowed Overhead Line Distance Per House” will be a predetermined distance per home as stated in Appendix A, Schedule of Fees and Charges to the Company’s Terms and Conditions.

1C. Overhead Installation Charge

If the total line distance required to serve the house is in excess of the “Allowed Overhead Line Distance Per House”, there will be a charge to the Customer (“Overhead Installation Charge”). The “Overhead Installation Charge” will be equal to the “Overhead Cost Per Foot” times the number of feet in excess of the “Allowed Overhead Line Distance Per House”.

2. Underground Line Extension

If the Company agrees to an underground primary distribution line, the Company will estimate the Company’s cost of providing the underground primary distribution line to the house. The Customer will be required to pay an “Underground Installation Charge” equal to:

- a) the Company’s estimated cost of installing the underground line,
- b) minus an amount equal to the cost of the “Allowed Overhead Line Distance Per House”. If an overhead line extension is built in combination with an underground line extension, the credit for the “Allowed Overhead Line Distance” will only be applied once.

When the above results in a negative number, there shall be no “Underground Installation Charge”.

In addition to the “Underground Installation Charge”, the Company shall collect the full amount of the Company’s tax liability for all cash payments, and material and labor supplied by the Customer.

3. Payment Terms

If the “Overhead/Underground Installation Charge” is less than \$1,500, the Customer will be required to pay the entire amount before the start of the construction.

If the "Overhead/Underground Installation Charge" is \$1,500 or greater, the Customer will have the option to either pay the entire amount before the start of the construction, or sign an agreement to pay the amount in 60 equal monthly payments, plus interest at the rate of interest applicable to the Company's customer deposit accounts at the time of execution of the payment agreement.

The Company reserves the right to place a lien on the property until such time that the obligation is fulfilled.

4. More Than One Customer

Where overhead service is requested by more than one Customer under this policy at the same time, for the same line, the "Overhead Installation Charge" will be apportioned among those Customers, based on the amount of line attributable to each Customer. The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. (The calculation of the "Overhead Installation Charge" shall allow for a credit equal to "Allowed Overhead Line Distance Per House" for each Customer.)

5. Customer Added After Initial Construction

At the original Customer's request, if a new Customer (or group of Customers) is supplied service from facilities constructed under this policy, and if such service begins within five years from the date of the first payment received by the Company from the original Customer or group of Customers, the Company will require such new Customer (s) to make a prorated contribution to the payment of the initial "Overhead Installation Charge". Any contribution received from a new Customer (s) will be used to proportionately reduce the original Customer's "Overhead Installation Charge". The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. However, no refunds will be paid in excess of the original Customer (s) "Overhead Installation Charge". In addition, a credit for the "Allowed Overhead Line Distance Per House" for each Customer will be applied.

6. Change of Customer

The Customer must agree, as a condition for the line extension monthly payments, that if the Customer sells, leases or otherwise transfers control and use of the home to another individual ("New Occupant"), and such "New Occupant" opens a new account with the Company, the Customer will obtain an agreement from the "New Occupant" to pay the remaining balance as prescribed in the agreement of the Overhead Installation Charge that would have been owed by the Customer at that location. Unless the "New Occupant" signs a new

superseding payment agreement with the Company, the original Customer will remain personally liable for the balance owed.

V. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer's home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

APPENDIX B

POLICY 2

LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

I. Applicability

1. General

When a developer, contractor, builder or other entity other than an individual residential customer (“Customer”) proposing to construct individual homes or a residential development of single family or duplex homes, requests that distribution lines be constructed to serve the homes or development and no suitable distribution facilities exist, the terms of this policy shall apply. This policy applies to a Customer whenever it is building more than one single family or duplex home.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Information And Requirements For Electric Service” booklet and the Company’s Terms and Conditions as filed with the Massachusetts Department of Public Utilities.

2. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

3. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the Department of Public Utilities. The Company should be consulted regarding street light rates, costs and availability.

II. Construction of Facilities

1. Line Extension on Public Way and Private Property

1A. General

No distinction shall be made between line extensions on public ways or private property except where specifically noted.

1B. Overhead Line Extension

The Company shall be responsible for:

- i. installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house; and
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if in the Company's opinion such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development.

1C. Underground Line Extension

The Company shall be responsible for:

- i. developing the plan to provide underground electric service;

- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, Company owned street lights, primary and secondary cable, except services;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, and conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents;
- iii. installing foundations, provided by the Company, for Company owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;
- v. installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to each designated meter location; and

- vi. turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development.

III. Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Information and Requirements for Electric Service" as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

4. Plans and Other Documents

The total number of house lots proposed to be constructed will be provided in advance to the Company by the Customer, along with a complete copy of the subdivision plans approved by the planning board in the municipality, if such is required by the municipality. The Company need not begin design work prior to receipt of the approved plans.

The Company may require the Customer to provide, in advance and at no cost to the Company, the following:

- i. a copy of the approval of the planning board for the subdivision;

- ii. a copy of all permits and approvals that have been obtained for constructing the development;
- iii. easements, drafted by the Company, for all facilities required to serve the development;
- iv. the name and address of the financial institution providing financing for the development, including a contact person and phone number;
- v. a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required; if installation is requested after construction is complete, additional costs, including the Company's tax liabilities, may be borne by the municipality and/or Customer if the tariff does not collect all costs of construction;
- vi. a schedule of Customer's best estimate for the construction of homes in the development; and
- vii. such other reasonable information that may be requested to confirm the viability of the development.

IV. Payment Required

1. Overhead Installation Charge

1A. Definition of Centerline Feet

For developments approved under the subdivision control law, G.L. c. 41, § 81K et al, the centerline foot as defined in the subdivision plan for all roadways within the development, shall be included in the calculation of the centerline feet.

For developments not approved under the subdivision control law, the centerline feet will be defined as the total distance of construction required, excluding service drops.

1B. Overhead Cost per Centerline Foot

The "Overhead Cost Per Centerline Foot" will be a predetermined cost per centerline foot calculated annually by the Company. The "Overhead Cost Per Centerline Foot" excludes the Company's applicable tax liability. This cost is located in Appendix A, Schedule of Fees and Charges, to the Company' Terms and Conditions.

The “Overhead Cost Per Centerline Foot” assumes that service points are in close proximity to roadways. When this is not the case, when more than one span of wire is required to reach the service point from the roadway, the Company reserves the right to require the Customer to pay any excess costs to reach the service point.

1C. Total Allowed Overhead Distance

The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Overhead Distance Per House”).

The “Total Allowed Overhead Distance” for the development is equal to the number of house lots times the “Allowed Overhead Distance Per House”.

The predetermined “Allowed Overhead Distance Per House” can be located in Appendix A, Schedule of Fees and Charges to the Company’s Terms and Conditions.

1D. Overhead Installation Charge

If the total centerline feet within the development is greater than the “Total Allowed Overhead Distance”, then there will be a charge to the Customer (“Overhead Installation Charge”).

The “Overhead Installation Charge” will be equal to the “Overhead Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Overhead Distance”.

The “Overhead Installation Charge” shall be paid by the Customer in advance of the Company’s construction.

The “Overhead Installation Charge” is non-refundable if the line is built.

2. Underground Installation Charge

2A. Definition of Centerline Feet

For developments approved under the subdivision control law, G.L. c. 41, § 81K et al, the centerline foot as defined in the subdivision plan for all roadways within the development, shall be included in the calculation of the centerline feet.

For developments not approved under the subdivision control law, the centerline feet will be defined as the total distance of construction required.

2B. Underground Cost per Centerline Foot

The “Underground Cost Per Centerline Foot” will be a predetermined cost per centerline foot calculated annually by the Company. This cost is located in Appendix A, Schedule of Fees and Charges, to the Company’s Terms and Conditions.

The “Underground Cost Per Centerline Foot” includes the Company’s applicable tax liability. The applicable tax liability excludes the tax liability on material and labor supplied by the Customer. The “Underground Cost Per Centerline Foot” is calculated assuming all Company facilities terminate within 10 feet of the roadway.

2C. Total Allowed Underground Distance

The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Underground Distance Per House”).

The “Total Allowed Underground Distance” for the development is equal to the number of house lots times the “Allowed Underground Distance Per House”.

The predetermined “Allowed Underground Distance Per House” can be located in Appendix A, Schedule of Fees and Charges to the Company’s Terms and Conditions.

D. Underground Installation Charge

If the total centerline feet within the development is greater than the “Total Allowed Underground Distance”, then there will be a charge to the Customer (“Underground Installation Charge”).

The “Underground Installation Charge” will be equal to the “Underground Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Underground Distance”.

The “Underground Installation Charge” shall be paid by the Customer in advance of the Company’s construction.

The “Underground Installation Charge” is non-refundable if the line is built.

3. Additional Advance Payments

The Company may, at its discretion, collect the full cost of construction, including the cost of the "Total Allowed Overhead Distance" or the "Total Allowed Underground Distance". At the request of the Customer the cost of either the "Total Allowed Overhead Distance" or the "Total Allowed Underground Distance" will be returned, without interest, upon completion of 50% of the homes. No money will be returned after 5 years from the date of payment.

If the development is approved under the subdivision control law and there is a cost for construction outside of the limits of the development, the Company may charge the Customer this additional cost, including the Company's tax liabilities.

V. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer's homes or residential development, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

MASSACHUSETTS ELECTRIC COMPANY
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TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

APPENDIX B

POLICY 3

LINE EXTENSION POLICY FOR COMMERCIAL AND INDUSTRIAL CUSTOMERS

I. Applicability

1. General

When a commercial or industrial Customer requests service for new or increased load, or when a developer, contractor, builder or other entity (“Customer”) proposes to construct a commercial or industrial development and no suitable distribution facilities exist, the terms of this policy shall apply. For the purposes of this policy, commercial or industrial customers shall include condominiums, apartments or mobile home complexes.

Additional information is contained in the Company’s “Information And Requirements For Electric Service” booklet and the Company’s Terms and Conditions as filed with the Massachusetts Department of Public Utilities.

2. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

3. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the Department of Public Utilities. The Company should be consulted regarding street light rates, costs and availability.

II. Construction of Facilities

1. Line Extension on Public Way and Private Property

1A. General

No distinction shall be made between line extensions on public ways or private property except where specifically noted.

1B. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- i. installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development.

1C. Underground Line Extension

When underground service is requested, the Company shall be responsible for:

- i. developing the plan to provide underground electric service;

- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company owned street lights, and meters;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, secondary cable, and conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents;
- iii. Installing foundations, provided by the Company, for Company owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;
- v. retaining ownership of transformer foundations and grounding systems, and all secondary cables and conduit on private property, excluding Company owned street lighting; and

- vi. turning over ownership of the conduit system, excluding the secondary conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development.

III. Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Information and Requirements for Electric Service" as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company, the following:

- i. a complete copy of construction plans including the subdivision plans approved by the planning board in the municipality, if such is required by the municipality;
- ii. the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenants or buyers for each building or the proposed type of occupant, as far as is known by the Customer; barring a known occupant, the Customer's best estimates of the likely load of each proposed building;

- iii. all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- iv. a copy of the approval of the planning board for the subdivision, if such is required;
- v. a copy of all permits and approvals that have been obtained for construction;
- vi. the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- vii. a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required. If installation is requested after construction is complete, additional cost may be borne by the municipality and/or Customer if the appropriate tariff does not collect all costs of construction;
- viii. a schedule of the Customer's best estimate for construction; and
- ix. such other reasonable information that may be requested.

IV. Payment Required

1. Construction Advance

The Company will determine facilities required to meet the distribution service requirements of the Customer. Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail additional payments from the Customer.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - [(D * M) \div k]$$

where:

A= the Construction Advance paid to the Company by the Customer.

C= the total estimated cost of construction for facilities required exclusively to meet the distribution service requirement of the

Customer. This cost includes capital and non-capital costs and the Company's liability for tax required on the value of material and labor provided by the Customer. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

D= for a single customer, the estimated additional annual Distribution Revenue derived from the Customer within the first year following the completion of the Company's construction of facilities; or for developments, the estimated additional annual Distribution Revenue derived from those new customers in the development anticipated to be supplied directly with electric service within one year from the commencement of delivery of electricity to the first customer in the development.

k= the annual carrying charge factor, expressed as a decimal.

M= 0.5, revenue apportionment factor.

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of A results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Standard Service or Basic Service shall be excluded from this calculation.

The Construction Advance in the formula shall be further adjusted to include a charge for additional tax liabilities incurred by the Company on the Construction Advance received from the Customer. This additional tax liability shall be paid in full by the customer prior to the start of construction.

2. Refund

Whenever the Company collects a Construction Advance from the Customer, the Customer has the option to request the Company to perform a one-time recalculation of the Construction Advance payment using actual construction costs and actual distribution revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the

one-time review may be made at any time between twelve and thirty-six months after commencement of delivery of electricity.

To determine the refund the Construction Formula shall be modified as follows:

- C= the actual cost of construction. If the actual cost of construction exceeds the estimate, then the estimated cost of construction shall be used. This cost includes capital and non-capital costs and the Company's liability for tax required on the value of material and labor provided by the Customer. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.
- D = the actual additional annual distribution revenue for the most recent twelve months.
- k = the annual carrying charge factor, expressed as a decimal.
- M = 0.5, revenue apportionment factor.

If a lower or negative "(A)" results from applying the Formula as so modified, and if, in the Company's opinion, a risk does not exist regarding either a future reduction in the level of the Customers' usage or the collectability of the Customers' account, then the Company shall refund a portion of, or the entire calculated Construction Advance or the full cost of construction, without interest. In no case shall the amount refunded exceed the original construction advance "(A)"; nor shall the review result in additional payments from the customer.

If a refund is made, the Company will refund the appropriate portion of any tax liability at the current rate.

3. Additional Payment

When in the Company's opinion, significant engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer this cost before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded.

MASSACHUSETTS ELECTRIC COMPANY
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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS

1. Applicability

1A. The following Terms and Conditions shall apply to every registered Competitive Supplier authorized to do business within the Commonwealth of Massachusetts, and to every Customer and Distribution Company doing business with said Competitive Suppliers.

1B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in M.D.P.U. regulations and Massachusetts law. In case of conflict between these Terms and Conditions and any orders or regulations of the M.D.P.U., said orders or regulations shall govern.

1C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the M.D.P.U., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.P.U.

2. Definitions

“Basic Service” (previously referred to as “Default Service”) shall mean the service provided by the Distribution Company to a Customer who is not receiving Generation Service from a Competitive Supplier, in accordance with the provisions set forth in the Company’s Basic Service tariff, on file with the M.D.P.U.

“Company” shall mean Massachusetts Electric Company or Nantucket Electric Company, a Distribution Company.

“Competitive Supplier” shall mean any entity licensed by the M.D.P.U. to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Basic Service to its distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

Issued: January 22, 2010

Issued by:
Thomas B. King
President

Effective: January 1, 2010

“Bill Insert Month” shall mean the three months in any calendar year that the Company will include the Competitive Supplier’s offer information as a bill insert to its residential and small commercial customers.

“Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Distribution Company” shall mean a company engaging in the distribution of electricity or owning, operating, or controlling distribution facilities; provided, however, a Distribution Company shall not include any entity which owns or operates plant or equipment used to produce electricity, steam, and chilled water, or any affiliate engaged solely in the provision of such electricity, steam, and chilled water, where the electricity produced by such entity or its affiliate is primarily for the benefit of hospitals and non-profit educational institutions, and where such plant or equipment was in operation prior to January 1, 1986.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“EBT Working Group Report” or “Report” shall mean the most recently revised version of the report initially submitted by the Electronic Business Transaction Working Group on October 9, 1997. The Report shall be on file at the M.D.P.U..

“Electric Offer” shall mean an offer made by a Competitive Supplier to provide Generation Service to a residential or small commercial Customer in the Company’s service territory.

“Enrollment period” shall mean, for a particular Customer, the period of time during which a Competitive Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer's next billing cycle.

“Generation Service” shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

“ISO-NE” shall mean the Independent System Operator of the New England bulk power system.

“M.D.P.U.” shall mean the Massachusetts Department of Public Utilities.

“NEPOOL” shall mean the New England Power Pool and its successors.

“NEPOOL PTF” shall mean pool transmission facilities included in the NEPOOL Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission.

“Own-Load Calculation” shall mean the settlement method utilized by NEPOOL for its members, as set forth in the NEPOOL Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

“Terms and Conditions” shall mean these Terms and Conditions for Competitive Suppliers.

3. Obligations of Parties

3A. Customer

A Customer shall select one Competitive Supplier for each account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Distribution Company (1) reporting the Customer’s hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate Generation Service, in accordance with Section 5A, below. A Customer may choose only a Competitive Supplier that is licensed by the M.D.P.U..

Nothing in these Terms and Conditions shall prohibit a Customer from entering into arrangements with multiple suppliers, provided that a single Competitive Supplier is designated for the purposes described above.

3B. Distribution Company

The Company shall:

- (1) Arrange for or provide (i) regional network transmission service over NEPOOL PTF and (ii) local network transmission service from NEPOOL PTF to the Company's Distribution System for each Customer, unless the Customer or its Competitive Supplier otherwise arranges for such service;
- (2) Deliver power over distribution facilities to each Customer Delivery Point;
- (3) Provide customer service and support for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B.3 below;

- (4) Respond to service interruptions or power quality problems;
- (5) Handle connections and terminations;
- (6) Read meters;
- (7) Submit bills to Customers for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B below;
- (8) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B.3 below;
- (9) Answer general questions about Distribution Service;
- (10) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section 9 below;
- (11) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, in accordance with Section 5, below, and the rules and procedures set forth in the EBT Working Group Report;
- (12) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet website or by alternate electronic means;
- (13). Provide Basic Service to Customers in accordance with the Company's tariff; and
- (14) Provide residential and small commercial Customers in the Company's Service territory with information regarding their electricity supply options pursuant to the provisions of Section 11 of the Terms and Conditions including then-available offers from Competitive Suppliers in the Company's service territory.

3C. Competitive Supplier

1. Each Competitive Supplier must meet the registration and licensing requirements established by law or regulation and either (i) be a member

of NEPOOL subject to an Own-Load Calculation or (ii) have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to include the load to be served by the Competitive Supplier in such NEPOOL member's Own-Load Calculation.

2. A Competitive Supplier shall be responsible for providing all-requirements service to meet each of its Customers' needs and to deliver the associated capacity and energy to a point or points on NEPOOL PTF.
3. A Competitive Supplier providing Generation Service to Customers will be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) NEPOOL PTF, as determined by the ISO-NE; and (iii) facilities linking generation to NEPOOL PTF. A Competitive Supplier shall also be responsible for all transmission wheeling charges necessary to reach NEPOOL PTF.
4. A Competitive Supplier shall be required to complete testing of the transactions included in the EBT Working Group Report prior to the initiation of Generation Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report.
5. Each Competitive Supplier shall be required to enter into a service contract with the Distribution Company that resolves issues associated with, among other things, information exchange, problem resolution, and revenue liability. This contract must be entered prior to the initiation of Generation Service to any Customer in the Company's service territory.
6. A Competitive Supplier shall be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer. Such authorization shall be in accordance with St. 1997, c. 164, §193 (G.L. c. 164, § 1F(8)(a)) and 220 C.M.R. § 11.05.
7. A Competitive Supplier not affiliated with the Company shall be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the Company's historic usage information specific to that Customer to such Competitive Supplier. Such authorization shall consist of (i) letter of authorization; (ii) third-party verification; or (iii) a customer-initiated call to an independent third-party, consistent with 220 C.M.R. § 11.05. A Competitive Supplier affiliated

with the Company must obtain a Customer's written authorization prior to requesting the release of the Company's historic usage information specific to that Customer consistent with St. 1997, c. 164, § 193 (G.L. c.164, § 1C(v)) and 220 C.M.R. § 12.00 et seq.,

8. A Competitive Supplier wishing to have offer information provided to customers by the Company shall abide by the provisions of Section 11 of the Terms and Conditions.

4. Customer Usage Information to be Made Available to Competitive Suppliers

The Company shall be required to provide twelve months' of a Customer's historic usage data to a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3C.7, above. This information shall be provided in electronic form.

The Company shall print twelve months of historic usage data on Customers' bills, in addition to the usage data for the current billing period.

The Company shall be required to provide customers who, since January 1, 1995, have been billed in part on a demand basis, with twelve months of usage data, upon the Customer's written request. These data shall be provided pursuant to the requirements set forth in St. 1997, c.164, § 193 (G.L. c. 164, § 1F(9)).

5. Initiation and Termination of Generation Service

5A. Initiation of Generation Service

To initiate Generation Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. Generation Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the Competitive Supplier has not submitted the enrollment transaction at least two days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.

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President

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If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the Customer's next enrollment period.

5B. Termination of Generation Service

To terminate Generation Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. Generation Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date.

If the Competitive Supplier has not submitted this transaction at least two days before the meter read date, Generation Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

To terminate Generation Service with a Competitive Supplier, a Customer shall so inform the Distribution Company or Competitive Supplier. In the event that the Customer informs the Distribution Company directly, Generation Service shall be terminated within two business days for residential customers; for other customers, Generation Service shall be terminated on the date of the Customer's next scheduled meter read. The Distribution Company shall send a "customer drops supplier" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. In the event that a Competitive Supplier informs the Distribution Company, Generation Service for all Customers shall be terminated on the date of the Customer's next scheduled meter read. The Competitive Supplier shall send a "supplier drops customer" transaction to the Distribution Company in accordance with the rules and procedures set forth in the EBT Working Group Report.

In those instances when a Customer who is receiving Generation Service from an existing Competitive Supplier initiates such service with a new Competitive Supplier, the Distribution Company shall send the existing Competitive Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report.

5C. Customer Moves

A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she seeks to continue Generation Service with his/her existing Competitive Supplier. Upon such notification, the Distribution Company shall send a "customer move" transaction to the Competitive Suppliers, in accordance with the rules and procedures set forth in the EBT Working Group Report.

In those instances when a Customer moves into a Distribution Company's service territory, the Customer's existing Competitive Supplier must submit an "enroll customer" transaction to the new Distribution Company in order to initiate Generation Service. Otherwise, the Customer shall receive Basic Service, in accordance with the Company's respective tariffs.

5D. Other Provisions

Distribution Companies and Competitive Suppliers shall send "change enrollment detail" transactions to change any information included on the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Working Group Report.

If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Working Group Report.

5E. Fees

The Company may charge fees to Competitive Supplier for processing the transactions described above, as approved by the M.D.P.U.. These fees are included in Appendix A.

6. Distribution Service Interruption

6A. Planned Outages

In the event that the loading of the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practice.

6B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. When appropriate, service restoration shall be accomplished in accordance with the Company System Storm Emergency Plan on file with the M.D.P.U..

6C. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's Competitive Supplier of record upon final billing to the Customer. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Competitive Supplier. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection.

7. Metering

7A. Meter Reading

The Company shall meter each Customer in accordance with tariff provisions. Upon request by a Competitive Supplier, the Company shall schedule meter reads on a monthly cycle.

Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's, Own-Load Calculation.

7B. Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

8. Billing

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Basic Service.

The Company shall offer two billing service options to Customers receiving Generation Service from Competitive Suppliers: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service. The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EBT Working Group Report.

8A. Standard Passthrough Billing Service

The Company shall issue a bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of Generation Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

The Company shall send a "customer usage information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

8B. Standard Complete Billing Service

1. Billing Procedure

The Company shall issue a single bill for electric service to each Customer.

The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier portion of Customer bills, and integrate this billing with its own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the service contract entered into by the Competitive Supplier and the Company.

A Customer's payment shall be allocated between the Distribution Company and the Competitive Supplier in the following manner. The payment should first be allocated to Distribution Company and Supplier charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to Distribution Company and Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.

2. Changes to Rate Classes

If a Competitive Supplier requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the billing system, if reasonably possible, at the Competitive Supplier's expense. The costs of making the designated changes shall be quoted by the Company to the Competitive Supplier prior to the start of programming.

3. Optional Customer Services

Upon request by a Competitive Supplier, the Company may offer optional customer services to those Competitive Suppliers who receive Standard Complete Billing Service. Pricing for these optional services shall be customized to the Competitive Supplier's needs, and shall be dependent on the specific customer services required by the Competitive Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested.

4. Summary Billing

The Company may offer a Summary Billing option for Competitive Suppliers who have qualified Customers with multiple electric service accounts. Designed to consolidate multiple individual billings on a single bill format, this optional service allows Customers to pay multiple accounts with one check.

5. Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad check charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

8C. Definition of Standard Units of Service

1. Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariffs on file with the M.D.P.U..

2. On-Peak/Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable tariffs on file with the M.D.P.U..

Competitive Suppliers may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned to the Competitive Supplier.

8D. Fees

The Company may charge fees to Competitive Suppliers for providing the services described in this section of the Terms and Conditions, as approved by the M.D.P.U.. These fees are included in Appendix A.

9. Determination of Hourly Loads

9A. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Own-Load Calculation. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.

9B. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Own Load Calculation.

9C. To refine the estimates of the Competitive Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.

- 9D. The hourly loads shall be determined consistent with the following steps:
- (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
 - (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
 - (3) The Company shall develop estimates of hourly load profiles for the previous day for each Competitive Supplier such that the sum of the Competitive Suppliers' loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.
 - (4) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.

9E. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Supplier for any costs that are associated with such estimating errors.

10. Liability and Indemnification

The liability of the Competitive Supplier to the Customer shall be as set forth in the specific Customer/Competitive Supplier Contract.

Except as provided in § 9E of these Terms and Conditions, the Company and the Competitive Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions. The Company and the Competitive Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions.

11. Electric Offer Information

This section outlines information that shall be made available by the Company to inform residential and small commercial Customers in the Company's service territory of available electricity supply options. The Program shall consist of the Company's communication of Electric Offers and other information through the Company's website, mailings, and inserts in the Company's bills, each as described herein and in a manner approved by the M.D.P.U.

11A. Competitive Supplier Obligations

1. A Competitive Supplier may choose to have the Company provide Customers with information on its current Electric Offers. If it so chooses, the Competitive Supplier shall comply with the provisions of this section. Nothing in this section shall prevent a Competitive Supplier from making offers available to Customers outside of the provisions of this section.
2. A Competitive Supplier shall notify the Company in writing of its intent to have Electric Offer information distributed and shall include in such notification the telephone number and email address of the Competitive Supplier's customer service center and the Competitive Supplier's website address.
3. For dissemination of the Competitive Supplier's offer information on the Company's website, a Competitive Supplier shall notify the Company in writing electronically by the fifth day before the end of each month of the Competitive Supplier's Electric Offers that shall be effective on the first day of the following month. Such notification shall be required even if there is no change in the Competitive Supplier's Electric Offers from the prior month.
 - a. For dissemination of the Competitive Supplier's offer information by bill insert, a Competitive Supplier shall notify the Company in writing electronically by the first day of the month preceding the Bill Insert Month
4. A Competitive Supplier shall report its Electric Offers to the Company pursuant to a format to be determined by the M.D.P.U.
5. A Competitive Supplier shall respond to Customers' inquiries regarding the provision of Generation Service that the Customers receive through the Competitive Supplier's Electric Offers.

6. A Competitive Supplier may withdraw from the Program at any time, but may not return to the Program until the first day of the next month following the date of the withdrawal; provided, however, that the Competitive Supplier must comply with the advance notification requirement set forth in paragraph 3 above in order to participate in the Program during any given month.

11B. Company Obligations

1. The Company shall offer to residential and small commercial Customers the option to learn about their electricity supply options when they contact the Company to: (a) initiate new utility service; (b) reinstate service following a change of residence or business location; (c) make an inquiry regarding their rates; or (d) seek information regarding energy efficiency.
2. The Company shall direct Customers expressing an interest in learning about their electricity supply options (hereinafter "Interested Customers") to the Company's webpage containing the Company's existing Basic Service rate/rates, information on the Electric Offers available from Competitive Suppliers, and contact information for each Competitive Supplier, including the telephone number and e-mail address of the Competitive Supplier's customer service center and a live link to the Competitive Supplier's website address.
3. The Company shall mail to those Interested Customers who do not have web access a printed version of the information contained on the Competitive Supplier webpage described above, by U.S. Mail, postage prepaid.
4. The Company may suspend the communications described above during periods of high call volume resulting from storm restoration or other emergency situations but must resume such communications when call volume subsides.
5. The Company shall maintain on its homepage a clear and obvious link to the webpage containing the Competitive Supplier information.
6. Three times per calendar year, the Company shall include in residential and small commercial Customer bills a printed version of the most current information contained on the Competitive Supplier webpage described above. By November 1st of every year the Company shall provide the Competitive Suppliers with a list of the Bill Insert Months for the following calendar year.
7. Two times per calendar year, if space is available and during those months

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President

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when there is no bill insert, the Company shall include on residential and small commercial Customer bills a brief statement that competitive supply offers are available, and provide the telephone number and website address for the webpage containing the Competitive Supplier information.

11C. Fees

The Company may charge a fee to participating Competitive Suppliers for the reasonable incremental costs incurred by the Company in administering the distribution of Electric Offer Information, as approved by the M.D.P.U. This fee is set forth in Appendix A.

Effective January 1, 2010

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS

APPENDIX A

SCHEDULE OF FEES AND CHARGES

The following fees and charges shall be a part of the Terms and Conditions (“T&C”) for Competitive Suppliers in accordance with Docket No. 97-65 of the Department of Public Utilities (“MDPU”).

1. ISO Reporting Set-Up and Transaction Fee

The Company may assess an ISO Reporting Set-Up and Transaction Fee for establishing the reporting protocol for an individual customer account that would enable the Company to report the customer’s load data to the Independent System Operator-New England (“ISO”) on behalf of a Competitive Supplier along with the daily reporting to ISO of customer loads from the prior day. The ISO Reporting Set-Up and Transaction Fee of eighty dollars (\$80) per account will be charged to and collected from all Competitive Suppliers who request the Company to report individual customer account load data to the ISO as a result of providing programs and services to their customers beyond the provision of basic generation service.

2. Enhanced Metering Fee

The Company may assess an Enhanced Metering Fee, as provided for in the Company’s Optional Enhanced Metering Service tariff, M.D.T.E. 1050, as may be amended from time to time, for customers of Competitive Suppliers that require such metering in order to provide program and services beyond the provision of basic generation service. The Enhanced Metering Fees contained in the Optional Enhanced Metering Service tariff, Option 1, will be charged to and collected from all Competitive Suppliers who request the Company to install such metering devices in order for their customers to participate in programs and services, including, but not limited to, load response programs which require telemetered installations.

3. The following fees shall be a part of the T&Cs for Competitive Suppliers in accordance with Docket No. 09-46 of the M.D.P.U.

Pursuant to Section 11 of the T&Cs for Competitive Suppliers, the Company may assess the following charges to Competitive Suppliers (“Suppliers”) requesting such additional services relating to the provision of Electric Offers:

A. Administrative Fee

The Company will assess an Administrative Fee of \$15,000 per month. This fee will be allocated equally to each Supplier who participates in the Electric Offer Information Program (“Program”) in a particular month. The Administrative Fee is designed to recover the administrative costs necessary to implement and administer the Program on an ongoing basis.

B. Bill Insert Charge

The Company will assess a Bill Insert Charge for the design, printing and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one Supplier. The Bill Insert Charge will be based upon the actual costs incurred by the Company to prepare bill inserts pursuant to Section 11.B.6 of the T&Cs for Competitive Suppliers. The Bill Insert Charge will be charged to and collected from a Supplier requesting this service prior to the Company providing this service. In the case in which more than one Supplier is requesting this service, the Bill Insert Charge will be allocated equally to each of the Suppliers requesting the service and will be charged to and collected from the group of Suppliers prior to the Company providing the service.

C. Shipping Service Charge

The Company may assess a Shipping Service Charge for the shipping cost associated with delivering a bill insert from the printing company to the bill insertion location, on behalf of one or more than one Supplier. The Shipping Service Charge will be charged to and collected from a Supplier requesting this service prior to the Company providing this service. In the case in which more than one Supplier is requesting this service, the Shipping Service Charge will be allocated equally to each of the Suppliers requesting the service and will be charged to and collected from the group of Suppliers prior to the Company providing the service.

D. Additional Postage Charge

In the event that the bill inserts supplied to customers pursuant to Section 11.B.6 cause the Company to incur additional postage to deliver customers’ monthly bills in any month that the bill inserts are included in bills, the Company will charge the Supplier requesting this service the Additional Postage Charge for each bill delivered. In the case in which more than one Supplier is requesting this service, the Additional Postage Charge will be allocated proportionally to each of the Suppliers requesting the service, pro rating the costs by the number of

offers each Supplier has provided for inclusion in the bill insert, and will be charged to and collected from the group of Suppliers prior to the Company providing the service.

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MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

1. Applicability

1A. The following Terms and Conditions shall apply to every GreenUp Service Supplier authorized to do business within the Commonwealth of Massachusetts and the Company's service territory, and to every Customer doing business with said GreenUp Service Supplier.

1B. Nothing in these Terms and Conditions shall be construed to affect the Distribution Company's obligations under the Distribution Company's Terms and Conditions for Distribution Service, or the Distribution Company's Tariff for Default Service, in each case as revised, amended, supplemented, or supplanted in whole or in part from time to time pursuant to the procedures established in M.D.P.U. regulations and Massachusetts law.

1C. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time pursuant to the procedures established in M.D.P.U. regulations and Massachusetts law. In the case of a conflict between these Terms and Conditions and any orders or regulations of the M.D.P.U., said orders or regulations shall govern. In the event of: (i) a change in Massachusetts law or M.D.P.U. regulations that, in the Company's sole judgment, adversely affects the provision of GreenUp Service as set forth in these Terms and Conditions or (ii) in the event that twenty percent (20%), in the aggregate, of the Company's Customers currently taking Distribution Service under the Company's residential rates select a Competitive Supplier to provide generation service, the Company will institute a review of GreenUp Service with interested parties to evaluate the need for the continuation of GreenUp Service.

1D. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary hereto. Any such modification to these Terms and Conditions or any such promise contrary hereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the M.D.P.U., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.P.U.

2. Definitions

Any capitalized term used in these Terms and Conditions and not otherwise defined herein shall have the meaning ascribed to it in the M.D.P.U.'s regulations at 220 C.M.R. *et seq.*

and 225 C.M.R. §14.00 *et seq.* or in the New England Power Pool Generation Information System Operating Rules.

“Company Environmental Disclosure Statement” shall mean a statement or label provided by the Company to the Customer containing the information required by 220 C.M.R. §11.00.

“Competitive Supplier” shall mean any entity licensed by the M.D.P.U. to sell electricity to retail customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Default Service to its distribution customers, and (2) a municipal light department that is acting as a distribution company.

“Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who: (i) obtains Distribution Service at a Customer Delivery Point under the Company’s residential rates or G-1 rate, (ii) is a customer of record of the Company, and (iii) is receiving Default Service from the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Default Service” shall mean the service provided by the Distribution Company pursuant to the provisions set forth in the Distribution Company's tariff, on file with the M.D.P.U.

“Distribution Company” or “Company” shall mean Massachusetts Electric Company or Nantucket Electric Company.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“DOER” shall mean the Massachusetts Division of Energy Resources.

“EBT Working Group Report” shall mean the most recently revised version of the report initially submitted by the Electronic Business Transaction (“EBT”) Standards Working Group on October 9, 1997 and any other applicable EBT Working Group standards published under the direction of the EBT Working Group (e.g., on the EBT Working Group Website or the successor website). The Report shall be on file at the M.D.P.U. Although the transactions contained in the EBT Working Group Report were originally conceived as the medium of data exchange between the Distribution Company and Competitive Suppliers, reference to the EBT Working Group Report in these Terms and Conditions is for the express purpose of using the transactions contained in the EBT Working Group Report as the vehicles for effectuating the transactions described in these Terms and Conditions.

“Enrollment period” shall mean, for a particular Customer, the period of time during which a GreenUp Service Supplier may submit an enrollment transaction to a Distribution Company for initiation of GreenUp Service concurrent with the start of the Customer’s next billing cycle.

“GIS” shall mean the New England Power Pool Generation Information System.

“GreenUp Service” shall mean the program under which GreenUp Service Supplier will sell RECs to Customers who are provided Default Service by the Company, or promote donations by such Customers to the MTC, and will purchase on the behalf of Customers or the MTC the number of RECs equal to the GreenUp Service Supplier’s billed REC obligation. The Company will perform the functions necessary to bill and account for the RECs, and GreenUp Service Supplier will inform Customers of their ability to claim a charitable deduction on their federal income tax returns for donations to the MTC to be used by the MTC for the purchase of RECs, if the GreenUp Service Supplier offers this service.

“GreenUp Service Environmental Disclosure Statement” shall mean a statement or label provided by the GreenUp Service Supplier to the Customer in lieu of the Company Environmental Disclosure Statement provided by the Company to the Customer, prepared in accordance with Appendix A to these Terms and Conditions.

“GreenUp Service Supplier” shall mean any entity selling RECs to Customers and purchasing RECs on behalf of Customers in Massachusetts pursuant to these Terms and Conditions.

“M.D.P.U.” shall mean the Massachusetts Department of Public Utilities.

“M.T.C.” shall mean the Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative.

“Proper Authorities” shall mean the M.D.P.U., the DOER, the Attorney General of the Commonwealth of Massachusetts, and the MTC, the MTC to the extent that a GreenUp Service Supplier participates in the MTC’s Massachusetts Cleaner Energy Choice Program.

“Quarterly Billed Obligation” shall mean the RECs billed to Customers in any given quarter, as adjusted for transmission and distribution losses, using the methodology set forth in Appendix A to these Terms and Conditions.

“REC” shall mean Renewable Energy Certificate, which shall be: (i) one one-thousandth (1/1000th) of a GIS certificate from a generator that has received a Statement of Qualification from the DOER designating said generator as a qualified New Renewable Generation Unit pursuant to 225 C.M.R. §14.00 (“RPS REC”), (ii) one one-thousandth (1/1000th) of a GIS certificate from a generator that is eligible under the New England region-specific portions of the Green-e Standard for Electricity Products (II. Qualifying Sources of Renewable Generation), as established by the Center for Resource Solutions and found at http://www.green-e.org/ipp/standard_for_marketers.html (“Market REC”), or (iii) both RPS REC and Market REC. The definition for Market REC does not encompass the Green-e Tradable Renewable Certificate Certification Standard, also established by the Center for Resource Solutions and found at http://www.green-e.org/pdf/trc_standard.pdf. RECs transferred through the GreenUp

Service program represent all of the value, attributes, and credits of the associated unit of energy. Specifically, RECs will not be eligible for inclusion in the GreenUp Service program if the associated emissions credits or emission allowances have been or are scheduled to be sold in a separate market.

“Retail Access Date” shall mean March 1, 1998.

“RPS” shall mean the Massachusetts Renewable Energy Portfolio Standard, codified at 225 C.M.R. §14.00, as established and administered by the DOER pursuant to M.G.L. c. 25A, §11F.

“Terms and Conditions” shall mean these Terms and Conditions for GreenUp Service, applicable to GreenUp Service Suppliers.

“Trading Period” shall have the meaning set forth in the GIS Operating Rules.

3. Obligations of the Parties

3A. Customer

A Customer shall select one GreenUp Service Supplier per account at any given time, or authorize an agent to make the selection for the Customer. The Customer must provide the selected GreenUp Service Supplier with the information necessary to allow the GreenUp Service Supplier to initiate GreenUp Service, in accordance with Section 5B below.

3B. Distribution Company

The Company shall:

- (1) Read meters;
- (2) Submit bills to Customers for the GreenUp Service Supplier’s sale of the RECs to the Customer;
- (3) Address billing inquiries for GreenUp Service;
- (4) Account for the RECs billed to each Customer receiving GreenUp Service;
- (5) Process EBTs submitted by GreenUp Service Suppliers and send the necessary EBTs to GreenUp Service Suppliers, in accordance with Section 3C(6), Section 4, and Section 5 below, and the rules and procedures set forth in the EBT Working Group Report;

- (6) Coordinate the accounting of the RECs with GIS and perform the record-keeping functions necessary to transmit Customer tax-deductible billing reports to GreenUp Service Suppliers, if applicable;
- (7) Send quarterly activity reports specifying each GreenUp Service Supplier's Quarterly Billed Obligation, deposits of GIS certificates into each GreenUp Service Supplier's account, net balance of RECs in each GreenUp Service Supplier's subaccount, and revenues billed and collected by the Company for each GreenUp Service Supplier, together with any adjustments to those revenues, to GreenUp Service Suppliers prior to the start of the subsequent Trading Period, as described in Section 6B below; and
- (8) Send to GreenUp Service Suppliers, on a quarterly basis, the information necessary for GreenUp Service Suppliers to create GreenUp Service Environmental Disclosure Statements.

3C. GreenUp Service Supplier

- (1) GreenUp Service Supplier shall be required to apply for and receive an electricity broker license pursuant to the procedures set forth in 220 C.M.R. §11.00 prior to the initiation of GreenUp Service to any Customer in the Company's service territory.
- (2) GreenUp Service Supplier shall be required to execute a standard service agreement ("Service Agreement") with the Company.
- (3) GreenUp Service Supplier shall be required to complete testing of the transactions included in the EBT Working Group Report prior to the initiation of GreenUp Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the EBT Working Group Report.
- (4) GreenUp Service Supplier shall purchase RECs in quantities sufficient to meet the commitments outlined in Section 6 below for Customers who are purchasing GreenUp Service.
- (5) GreenUp Service Supplier shall deliver RECs to the Company at such times and in such quantities sufficient to meet the commitments outlined in Section 6 below. GreenUp Service Supplier's obligation to deliver RECs in accordance with Section 6 shall not be reduced, cancelled, or otherwise affected by Customer's nonpayment for GreenUp Service; provided, however, that pursuant to Section 5C(1) below of these Terms and Conditions, GreenUp Service Supplier shall have the right to

terminate GreenUp Service to a Customer for, among other things, such Customer's nonpayment for GreenUp Service.

- (6) GreenUp Service Supplier shall obtain the necessary authorization from each Customer prior to initiating GreenUp Service to the Customer. Such authorization shall be in accordance with St. 1997, c. 164, §193 (M.G.L. c. 164, §1F(8)(a)), 220 C.M.R. §11.05, and M.D.P.U. 01-54-B (II.D. Electronic Customer Authorizations).
- (7) GreenUp Service Supplier shall obtain the necessary authorization from each Customer prior to submitting a request to the Company for the release of the Company's historic usage information specific to that Customer to such GreenUp Service Supplier. Such authorization shall be in accordance with 220 C.M.R. §11.05 and take one of the following forms: (i) a Customer-signed letter of authorization; (ii) third-party verification; (iii) an electronic customer authorization, in accordance with M.D.P.U. 01-54-B (II.D. Electronic Customer Authorizations), or (iv) the completion of a Customer-initiated call to an independent third-party.
- (8) GreenUp Service Supplier shall be solely responsible for responding to Customer questions related to GreenUp Service Supplier's obligations under these Terms and Conditions, the Service Agreement, and any related agreements.
- (9) GreenUp Service Supplier may not require Customers to participate in GreenUp Service for a fixed term or length of time or to purchase a minimum number of RECs. Upon termination of GreenUp Service by either Customer or GreenUp Service Supplier, GreenUp Service Supplier may not assess a termination fee or other penalty to such Customer.
- (10) GreenUp Service Supplier may not require Customers receiving GreenUp Service to post deposits with GreenUp Service Supplier or assess Customers any charges, fees, or penalties beyond the charges for GreenUp Service reflected on the billings by the Company to the Customer for GreenUp Service.
- (11) If GreenUp Service Supplier has qualified for participation in the MTC's tax deductible donation program, reports to Customers regarding the amount of tax deductible billings for any qualified product offerings shall be provided as required under the terms of the agreement between GreenUp Service Supplier and the MTC.

4. Customer Usage Information to be Made Available to GreenUp Service Suppliers

The Company shall provide twelve months of a Customer's historic usage data to a GreenUp Service Supplier, provided that the GreenUp Service Supplier has received the appropriate authorization in accordance with Section 3C(6) above. The information shall be provided via the appropriate EBT transaction.

5. GreenUp Service Options; Initiation and Termination of GreenUp Service

5A. Options for GreenUp Service

Each GreenUp Service product offered to Customers by GreenUp Service Suppliers shall be based on the following options: (i) RECs corresponding to fixed blocks of energy consumption ("Fixed Block Option") or (ii) RECs corresponding to percentages of actual energy consumption ("Percentage of Energy Option"). For each GreenUp Service product offered to Customers, the GreenUp Service Supplier shall inform the Company of: (i) the percentage of RPS RECs and Market RECs included in that particular GreenUp Service product offering, disaggregated to a level of detail sufficient to determine whether the GreenUp Service Supplier has provided the required Generation Attribute mix corresponding to that product offering and (ii) the percentage of tax deductibility that the GreenUp Service Supplier has arranged with the MTC for that GreenUp Service product offering, if applicable.

- (i) **Fixed Block Option** – GreenUp Service Supplier offers Customers products based on blocks of RECs. The size of the individual blocks will be determined by each GreenUp Service Supplier. For this option, the quantity of RECs provided by GreenUp Service Supplier to the Company would be the lesser of: (a) the block amount or (b) the Customer's billed consumption.
- (ii) **Percentage of Energy Option** – GreenUp Service Supplier offers Customers different prices per kilowatt-hour applied to all billed consumption based on the following options: (a) purchase of RECs equal to twenty-five percent (25%) of billed consumption; (b) purchase of RECs equal to fifty percent (50%) of billed consumption; (c) purchase of RECs equal to seventy-five percent (75%) of billed consumption; or (d) purchase of RECs equal to one-hundred percent (100%) of billed consumption. For any GreenUp Service Supplier product offering based upon this option, the percentage of RECs contained in that product offering shall be no less than twenty-five percent (25%).

5B. Initiation of GreenUp Service

To initiate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. The GreenUp Service Supplier

shall hold the “enroll customer” transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the GreenUp Service Supplier a “successful enrollment” transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. GreenUp Service shall commence on the date of the Customer’s next scheduled meter read, provided that the GreenUp Service Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted the enrollment transaction at least two business days before the meter read date, GreenUp Service shall commence on the date of the Customer’s subsequent meter read.

If a second GreenUp Service Supplier submits an “enroll customer” transaction for the same Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the Customer’s next enrollment period.

5C. Termination of GreenUp Service

(1) Termination Initiated by the GreenUp Service Supplier

To terminate GreenUp Service with a Customer, the GreenUp Service Supplier shall submit a “supplier drops customer” transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. GreenUp Service shall be terminated on the date of the Customer’s next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer’s subsequent scheduled meter read. The Distribution Company shall send a “confirm drop date” transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. GreenUp Service Supplier shall have the right, in its sole discretion, to terminate GreenUp Service to a Customer for any reason pursuant to these Terms and Conditions.

(2) Termination Initiated by Customer

To terminate GreenUp Service with a GreenUp Service Supplier, a Customer may inform either the Distribution Company or the GreenUp Service Supplier. If the Customer informs the Distribution Company directly, GreenUp Service to the Customer shall be terminated within two business days. The Distribution Company shall send a “customer drops supplier” transaction to the GreenUp Service Supplier,

in accordance with the rules and procedures set forth in the EBT Working Group Report.

If the GreenUp Service Supplier informs the Distribution Company of the Customer's desire to terminate GreenUp Service, the GreenUp Service Supplier shall send a "supplier drops customer" transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. The Customer's GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Distribution Company shall send a "confirm drop" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

(3) Customer Switches GreenUp Service Supplier

In those instances when a Customer who is receiving GreenUp Service from an existing GreenUp Service Supplier initiates GreenUp Service with a new GreenUp Service Supplier, the Distribution Company shall send the existing GreenUp Service Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report.

(4) Customer Leaves Default Service

GreenUp Service to a Customer shall be terminated automatically and the Company shall send a "customer drops supplier" transaction when a Customer leaves Default Service for any reason, including but not limited to the following: (i) the Customer selects a Competitive Supplier to provide Customer's generation service; or (ii) the Customer moves out of the Distribution Company's service territory.

5D. Customer Moves

A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that Customer seeks to continue GreenUp Service with Customer's existing GreenUp Service Supplier. Upon such notification, the Distribution Company shall send a "customer move" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

Should a customer move into a Distribution Company's service territory, the Customer's existing GreenUp Service Supplier must submit an "enroll customer" transaction to the new Distribution Company in order to initiate GreenUp Service for the Customer.

5E. Other Provisions

Distribution Companies and GreenUp Service Suppliers shall send "change enrollment detail" transactions to change any information included in the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Working Group Report.

If any of the transactions described in these Terms and Conditions are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the GreenUp Service Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Working Group Report.

6. GreenUp Service Supplier Purchase and Delivery Obligations; Reporting; REC Deficiency; Environmental Disclosure Statements

6A. GreenUp Service Supplier's Delivery of RECs; Accounting

On behalf of each GreenUp Service Supplier, the Company shall establish one or more GIS subaccounts to track and account for the RECs required to be delivered by each GreenUp Service Supplier to the Company. The Company shall calculate the GreenUp Service Supplier's Quarterly Billed Obligation within each subaccount and compare that total to the RECs delivered by each GreenUp Service Supplier to the Company. Delivered RECs shall be deposited into GreenUp Service Supplier's subaccount(s) as directed by the GreenUp Service Supplier. Each GreenUp Service Supplier shall be responsible for providing sufficient RECs to comply with its agreements with its Customers and all applicable regulatory requirements, and, subject to those requirements, shall retain the discretion to provide to the Company greater or fewer quantities of RECs during a given Trading Period than required to meet GreenUp Service Supplier's Quarterly Billed Obligation. By the close of such Trading Period, the Company shall deposit into each GreenUp Service Supplier's subaccount(s) the number of RECs actually delivered by GreenUp Service Supplier to the Company during the Trading Period. The GreenUp Service Supplier's REC deliveries and Quarterly Billed Obligation will be used to develop the GreenUp Service Environmental Disclosure Statement in accordance with Appendix A to these Terms and Conditions. The GreenUp Service Supplier shall be solely responsible for assuring that sufficient RECs are delivered to each of its subaccounts to meet its contractual obligations to its Customers.

6B. Reporting

The Company shall provide to each GreenUp Service Supplier a report, in electronic form, of activity generated from GreenUp Service Supplier's subaccounts on a quarterly basis, as described in Section 3B(7) above. The subaccount activity report shall be provided prior to the start of each Trading Period and shall include load information pertaining to GreenUp Service Supplier through the prior calendar quarter corresponding to such Trading Period. In providing load information to the GreenUp Service supplier, the Company shall not be responsible to the GreenUp Service Supplier for any estimating errors associated with the load information nor for any costs, revenue losses, or other losses or damages suffered by GreenUp Service Supplier in connection with such estimating errors.

In addition, the Company will provide quarterly reports of each GreenUp Service Supplier's subaccount activities to the Proper Authorities with a request that the information be treated on a confidential basis under the regulations governing the Proper Authorities. Where possible, the subaccount activity reports for each GreenUp Service Supplier submitted to the Proper Authorities shall be based on aggregate data within each subaccount without identification of the Customers served by specific GreenUp Service Suppliers.

6C. Disqualification in the Event of REC Deficiency

If GreenUp Service Supplier commits a material breach of this Section 6 as determined by a Proper Authority, such GreenUp Service Supplier shall be barred from providing GreenUp Service in the future, the Company shall discontinue the performance of its GreenUp Service obligations to the breaching GreenUp Service Supplier, and the Company will notify the other Proper Authorities of the GreenUp Service Supplier's failure to meet its commitments. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or other losses or damages suffered by the GreenUp Service Supplier as a result of the GreenUp Service Supplier's disqualification or the Company's discontinuance.

6D. Responsibilities for REC Deficiency

The Company shall not be responsible to the Customer or the GreenUp Service Supplier for any deficiency between the GreenUp Service Supplier's REC obligations pursuant to this Section 6 and the quantity of RECs actually delivered by the GreenUp Service Supplier to the Company.

6E. Environmental Disclosure Statements

GreenUp Service Supplier shall provide, on a quarterly basis, GreenUp Service Environmental Disclosure Statements to each Customer receiving GreenUp Service that describes the RECs purchased or estimated to be purchased on behalf of the Customer and the effect of the Customer's GreenUp Service participation on the fuel sources

included in the resource portfolio used to serve such Customer. The GreenUp Service Environmental Disclosure Statements shall be in accordance with 220 C.M.R. §11.00 and shall incorporate all of the information disclosures that the Company would ordinarily include in its Company Environmental Disclosure Statements provided to Customers, as set forth in Appendix A. The Company will continue to provide Company Environmental Disclosure Statements to Customers not participating in GreenUp Service, such Company Environmental Disclosure Statements to be based upon the resource portfolio used to serve the Company's Default Service Customers, also as set forth in Appendix A.

7. Distribution Service Interruption

Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in its Terms and Conditions for Distribution Service. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's GreenUp Service Supplier of record upon final billing to the Customer. Upon the discontinuance of Distribution Service to a Customer, the provision of GreenUp Service to the Customer shall also be terminated and a new enrollment transaction shall be required to reinstate GreenUp Service. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or any other losses or damages suffered by the GreenUp Service Supplier as a result of any such disconnection.

The Customer shall not be subject to disconnection of Distribution Service solely for the nonpayment of GreenUp Service.

8. Metering

8A. Meter Reading

The Company shall meter each Customer in accordance with the Company's tariff provisions.

8B. Ownership of Metering Equipment

Should a Customer or a GreenUp Service Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or GreenUp Service Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The

Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or GreenUp Service Supplier. The Company shall bill the Customer or GreenUp Service Supplier for the provision and installation of the meter or communication device upon installation of the meter or communication device.

9. Billing

9A. Billing Procedure

The Company shall issue a single bill for electric service and GreenUp Service to each Customer.

The Company shall use the pricing options and rates supplied by the GreenUp Service Supplier to calculate the GreenUp Service Supplier's portion of Customer bills, and integrate the billing relating to the GreenUp Service Supplier with the Company's own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. Customer revenue due to the GreenUp Service Supplier shall be transferred to the GreenUp Service Supplier in accordance with the Service Agreement entered into between the GreenUp Service Supplier and the Company.

A Customer's payment shall be allocated between the Company and the GreenUp Service Supplier in the following manner. The payment should first be allocated to the Company and GreenUp Service Supplier charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to Company and GreenUp Service Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.

No interest will accrue on Customer arrears associated with GreenUp Service.

The low-income guarantee shall not apply to the provision of GreenUp Service.

9B. Summary Billing

The Company has offered certain of the Company's Customers with multiple electric service accounts a Summary Billing option. Customers who have previously elected this option will have GreenUp Service charges included in their summary bill.

10. Fees

As approved by the M.D.P.U., the Company shall charge GreenUp Service Suppliers for the Company's reasonable administrative costs to administer GreenUp Service, which shall include, but not be limited to:

- (a) Incremental postage for separate mailing of marketing information about GreenUp Service, if applicable;
- (b) Reasonable administrative costs for tracking the GreenUp Service Supplier's REC obligations to Customers and GreenUp Service Supplier's delivery of RECs to the Company; and
- (c) Reasonable administrative costs for developing the information and billing systems necessary to implement GreenUp Service.

Any billing charges for such reasonable administrative costs that are owed by the GreenUp Service Supplier to the Company, which are included in Appendix B, will be billed to the GreenUp Service Supplier directly. The Company will provide estimates and details for said charges to the GreenUp Service Supplier prior to the commencement of GreenUp Service by a GreenUp Service Supplier.

11. Liability and Indemnification

The Company and the GreenUp Service Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties (including, but not limited to, the GreenUp Service Supplier's Customers, the Attorney General of the Commonwealth of Massachusetts, the DOER, and the Department) arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements. The Company and the GreenUp Service Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements.

Effective January 21, 2008

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS
AND PREPARING, DEFAULT SERVICE AND GREENUP SERVICE
ENVIRONMENTAL DISCLOSURE STATEMENTS

The implementation of GreenUp Service and the measurement of compliance of GreenUp Service Suppliers' commitments to Customers are achieved through the GIS and the Environmental Disclosure Statement consistent with the requirements of 220 C.M.R. §11.06. The following provisions set forth the protocol for: (1) calculating each GreenUp Service Supplier's Quarterly Billed Obligation for each of its GreenUp Service offerings and accounting for REC deposits into the GreenUp Service Supplier's subaccount; (2) developing the Company's Environmental Disclosure Statements for Default Service; (3) developing the GreenUp Service Environmental Disclosure Statement for each of the GreenUp Service Supplier's product offerings; and (4) complying with the Department's information disclosure requirements found at 220 C.M.R. §11.06.

1. Accounting for GreenUp Service Supplier's Quarterly Billed Obligation and REC Deposits into GreenUp Service Supplier's Subaccount

The accounting process begins with the determination of the GreenUp Service Supplier's sales of RECs at retail to its Customers. The Company will develop a separate product identification and subaccount for each product offering developed by each GreenUp Service Supplier with a separate subaccounts for Customers served under Default Service. The Company will provide at the end of each quarter a report to the GreenUp Service Supplier that includes the following information calculated on a current quarter and trailing four quarters basis for each such product offering made by the GreenUp Service Supplier:

- (a) The kilowatthours delivered to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses;
- (b) The RECs billed to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses (the latter figure is the GreenUp Service Supplier's Quarterly Billed

Obligation, which is the quantity of RECs that the GreenUp Service Supplier must deposit to meet the sales included in the subaccount);

- (c) The RECs deposited by the GreenUp Service Supplier in the subaccount;
and
- (d) Any excess or deficiency in the subaccount at the time of the report.

2. Developing the Environmental Disclosure Statement for Default Service without GreenUp Service

In order to implement GreenUp Service in a meaningful fashion, the Company has revised the methodology that it is using to develop its own Environmental Disclosure Statements for Default Service. The new methodology uses the GIS reporting system and assures that the environmental disclosures of the Company and the GreenUp Service Suppliers are consistent. This section of the Protocol sets forth the methodology that the Company is implementing on the effective date of the Terms and Conditions. An example is included as Attachment 1 to this Exhibit. The methodology is as follows:

- (a) The Company's total kilowatthours as a load serving entity, including Default Service, will be reported to it by the ISO and will be adjusted for transmission and distribution losses and included in a single main account. The certificates provided by the Companies wholesale suppliers of Default Service or purchased by the Company will be deposited into the main account;
- (b) The Default Service obligations as adjusted for transmission and distribution losses will be placed into separate subaccounts;
- (c) The GIS Certificates provided by Default Service wholesale suppliers will be deposited into the respective Default Service Subaccounts. The Company deposits sufficient RPS RECs into the subaccounts to assure compliance with the RPS regulations applicable to Default Service;
- (d) The GIS administrator assigns residual certificates to balance obligations and certificates in each of the subaccounts;
- (e) The Company then calculates its Environmental Disclosure Statement for Default Service based on the GIS certificates in the balanced subaccounts;
- (f) The Company demonstrates compliance with the DOER's RPS requirements for Default Service based on the RPS certificates in the balanced subaccounts; and

- (g) The Company complies with the remainder of the Department's Information Disclosure Requirements in 220 C.M.R §11.06 using information provided by the wholesale suppliers of Default Service or Company information as is the case today.

3. Developing the Environmental Disclosure Statement for Default Service with GreenUp Service

Under the Terms and Conditions, the GreenUp Service Supplier is obligated to prepare and mail the GreenUp Service Environmental Disclosure Statement and otherwise comply with the Department's disclosure regulations under 220 C.M.R. §11.06 when GreenUp Service is provided. This Section of the Protocol begins by setting forth the GreenUp Service Environmental Disclosure Statement, and then addresses the method of compliance for each section of the Department's Information Disclosure Requirements in 220 C.M.R. §11.06. An example showing the GreenUp Service Environmental Disclosure Statement process that will be followed by the Company and provided to the GreenUp Service Supplier is included as Attachment 2 to this Exhibit. That process will be as follows:

- (a) The subaccounts are established under section 1 of this Protocol for each of the GreenUp Service Supplier's product offerings provided to the Company's Default Service customers and under section 2(b) of this Protocol for the Default Service provided by the Company without GreenUp Service. In each quarter, the kilowatthours delivered to the GreenUp Service Supplier's Customers as adjusted for transmission and distribution losses are recorded as an obligation in the GreenUp Service Supplier's subaccount and are excluded from the Company's Default Service subaccount. Similarly, the kilowatthours delivered to all other customers supplied Default Service by the Company, but not taking GreenUp Service are included in the Company's Default Service subaccount. The sum of the subaccounts for Default Service, adjusted for transmission and distribution losses should equal 100 percent of the obligations associated with Default Service;
- (b) The GIS Certificates provided by the GreenUp Service Suppliers are deposited in the GreenUp Service Supplier's subaccounts as designated by that GreenUp Service Supplier;
- (c) The Company allocates the RPS RECs that it has procured either directly or through its wholesale suppliers of Default Service to all Default Service subaccounts of the Company and the GreenUp Service Suppliers based on the percentage of Default Service obligations that are included in each subaccount;

- (d) The Company allocates the GIS certificates, other than the RPS RECs, provided by its wholesale supplier Default Service to the Default Service subaccounts based on the percentage of obligations not otherwise met through paragraphs (b) and (c) in each subaccount to total Default Service obligations;
- (e) The GIS Administrator allocates Residual Certificates to balance the obligations and certificates in each subaccount;
- (f) The Company demonstrates compliance with the DOER's RPS requirements for both Default Service based on the RPS certificates in the balanced subaccounts of the Company and the GreenUp Service Suppliers;
- (g) The Company and each GreenUp Service Supplier calculate the Environmental Disclosure in each subaccount for the quarter using the data generated by the process set forth above. The GreenUp Service Supplier then prepares the GreenUp Service Environmental Disclosure Statement and complies with the Department's information disclosure requirements in accordance with the Department's regulations in 220 C.M.R. §11.06 using the procedure set forth below.

4. Complying with the Department's Information Disclosure Requirements

The Department's Information Disclosure Requirements were promulgated prior to the implementation of GIS, and do not address GreenUp Service Suppliers directly in the regulations. Accordingly, the following procedure will be used by the Company and GreenUp Service Suppliers to meet the Department's Information Disclosure Requirements:

- (a) Section 11.06(1). The GreenUp Service Supplier will be subject to the Department's Information Disclosure Requirements in the same manner as a competitive supplier and will be directly responsible for all Customers to whom it provides GreenUp Service. The Company will have no obligation to provide information disclosure to those customers receiving GreenUp Service and will not send quarterly labels to GreenUp Service customers, even though they continue to take Default Service.
- (b) Section 11.06(2)(a). The GreenUp Service Supplier will prepare the label for GreenUp Service using the information developed in this protocol. The GreenUp Service Supplier will also comply with the rules and regulations of the Attorney General. Because the GreenUp Service Supplier is not selling

the underlying electricity, the GreenUp Service Supplier need not obtain a license as a competitive supplier, but is required under section 3C (2) of the Terms and Conditions to obtain an electricity broker license.

- (c) Section 11.06(2)(b). The Company will provide the GreenUp Service Supplier price information for Default Service as that price information will appear on the Company's label for non-GreenUp Service customers. The GreenUp Service Supplier will add its price for RECs to the Default Service price provided by the Company and present it to the customer as a bundled service pursuant to section 11.06(2)(b)1.d.ii. The GreenUp Service Supplier shall include price variability information required under 11.06(2)(b)2 to the extent appropriate for its GreenUp Service offering.
- (d) Section 11.06(2)(c). The GreenUp Service Supplier will include its toll free number for customer service and complaints on the label.
- (e) Section 11.06(2)(d)(1). The Company and GreenUp Service Supplier shall develop its label using the information developed in sections 2 and 3 of this Protocol, which is developed "using market settlement data or equivalent data provided by the Independent System Operator" as required under Section 11.06(2)(d)1.a. The label reporting period shall be the most recent one year period for the Company in its labels to non-GreenUp Service Default Service customers. For its first year of operation, the GreenUp Service Supplier shall follow the procedure set forth under Section 11.06(2)(d)1.b and rely on "a reasonable estimate of its company resource portfolio" (determined by projected deposits of GIS certificates in the GreenUp Service Supplier's subaccount) for the first three months of its operation (Section 11.06(2)(d)1.b.ii), and after the first three months of operation, rely on the historic information that is available for the portion of the year that the GreenUp Service Supplier has operated to produce the label (Section 11.06(2)(d)1.b.i). The GIS shall be the exclusive method for determining the Company's and the GreenUp Service Supplier's portfolio for the label, and the provisions of Section 11.06(2)(d)1.c-f, covering known resources, system power, imports, and energy storage facilities shall apply to GreenUp Service and the Company's environmental disclosure label only to the extent that these resources are reflected in the GIS.
- (f) Section 11.06(2)(d)2. The GreenUp Service Supplier may disaggregate the GreenUp Service Supplier's resource portfolio into separate products using the subaccount methodology set forth in this Protocol. This approach meets the requirements of Section 11.06(2)(d)2.a because the disaggregation of the GreenUp Service Supplier's resource portfolio is "verified by the Independent

System Operator”, and thus the annual statement from an independent auditor is not required for GreenUp Service.

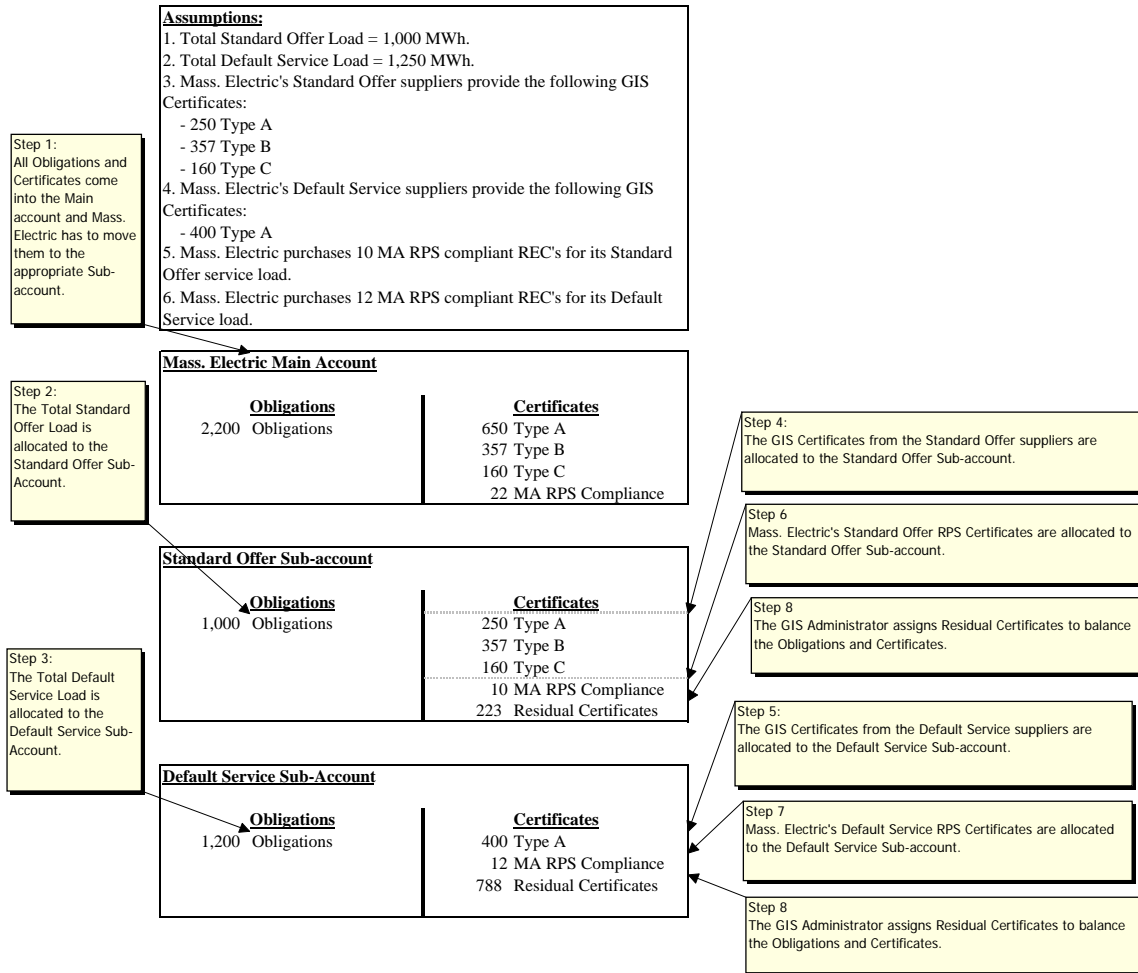
- (g) Section 11.06(2)(d)3. The GreenUp Service Supplier shall file the annual report required under this section with the Department for the GreenUp Service it provides.
- (h) Section 11.06(2)(d)4. The GreenUp Service Supplier shall be responsible for developing the fuel source characteristics used in the information disclosure labels for GreenUp Service. Both the Company and GreenUp Service Suppliers will use GIS and this Protocol to determine the fuel source characteristics of their resource portfolios.
- (i) Section 11.06(2)(d)5. The GreenUp Service Supplier shall be responsible for developing the emissions characteristics used in the information disclosure labels for GreenUp Service. Both the Company and GreenUp Service Suppliers will use GIS and this Protocol to determine the emissions characteristics of their resource portfolios. The GIS shall be the exclusive source of emission data used in the development of the information disclosure label by GreenUp Service Suppliers and the Company under this Protocol.
- (j) Section 11.06(2)(d)6. The GreenUp Service Supplier shall be responsible for developing the labor characteristics used in the information disclosure labels for GreenUp Service. Both the Company and the GreenUp Service Supplier will use the GIS and this Protocol to determine the labor characteristics of their resource portfolios. The generating plants producing the GIS certificates deposited in the Company’s or GreenUp Service Supplier’s subaccount shall be used to determine the labor characteristics for the information disclosure label. The GIS shall be the exclusive source of labor data used in the development of the information disclosure label by the GreenUp Service Suppliers and the Company under this Protocol.
- (k) Section 11.06(3). The Terms of Service portion of the information disclosure label for GreenUp Service Suppliers shall be the responsibility of both the GreenUp Service Supplier (for GreenUp Service) and the Company (for the underlying Default Service), and the consent of both the GreenUp Service Supplier and the Company shall be required for this portion of the GreenUp Service Information Disclosure Label.
- (l) Section 11.06(4). The GreenUp Service Supplier will be responsible for sending an information disclosure label to its new GreenUp Service Customers prior to the initiation of service as required by Section 11.06(4)(a), and for sending the quarterly information disclosure labels as required under

Section 11.06(4)(c). In addition, the GreenUp Service Supplier shall provide labels upon request as set forth in Section 11.06(4)(d).

- (m) Section 11.06(5). Because the GreenUp Service Supplier is not a competitive supplier and its GreenUp Service Customers are taking Default Service, the GreenUp Service Supplier shall not be required to send an annual information booklet pursuant to Section 11.06(5).
- (n) Section 11.06(6). The GreenUp Service Supplier shall be subject to the requirements of section 11.06 regarding advertising to the same extent as a competitive supplier.
- (o) Section 11.06(7). The GreenUp Service Supplier shall be subject to the enforcement provision of section 11.06(7), and the GreenUp Service Supplier's electricity broker license shall be subject to suspension, revocation, or non-renewal for the dissemination of inaccurate information or failure to comply with the Department's regulations on information disclosure.

Effective: January 21, 2008

EXHIBIT 1
MASS. ELECTRIC GIS ACCOUNT
NO GREEN SUPPLY PROGRAMS



Massachusetts Labeling Requirements:
 Based on the GIS Certificates in each Sub-account, Mass. Electric's labels would reflect the following:

Standard Offer Label

- 25% Type A
- 36% Type B
- 16% Type C
- 1% MA RPS Compliance
- 22% Residual Certificates

Default Service Label

- 33% Type A
- 1% MA RPS Compliance
- 66% Residual Certificates

DOER MA RPS COMPLIANCE CERTIFICATION

Mass. Electric would demonstrate MA RPS Compliance for Standard Offer service by providing the "My Certificates Report" for the Standard Offer Sub-account which would show the Total Standard Offer Load and the number of MA RPS Compliance Certificates in the Sub-account.

Mass. Electric would demonstrate MA RPS Compliance for Default Service by providing the "My Certificates Report" for the Default Service Sub-account which would show the Total Default Service Load and the number of MA RPS Compliance Certificates in the Sub-account.

EXHIBIT 2
MASS. ELECTRIC GIS ACCOUNT
WITH GREEN SUPPLY PROGRAMS

Assumptions:

- Total Standard Offer Load = 1,000 MWh.
- Total Default Service Load = 1,250 MWh.
- Mass. Electric's Standard Offer suppliers provide the following GIS Certificates:
 - 250 Type A
 - 357 Type B
 - 160 Type C
- Mass. Electric's Default Service suppliers provide the following GIS Certificates:
 - 1250 Type A
- Mass. Electric purchases 10 MA RPS compliant REC's for its Standard Offer service load.
- Mass. Electric purchases 12 MA RPS compliant REC's for its Default Service load.
- Green Supplier A offers a Program Option ("Program A") to Standard Offer customers. The customers in the program consume 100 MWh of load. The supplier provides Mass. Electric with 47 GIS Certificates from a wind resource.
- Green Supplier B offers a Program Option ("Program B") to Default Service customers. The customers in the program consume 257 MWh of load. The supplier provides Mass. Electric with 167 GIS Certificates from a hydro resource.

Step 1: All Obligations and Certificates come into the Main Account and Mass. Electric has to move them to the appropriate Sub-account.

Mass. Electric Main Account	
Obligations	Certificates
2,200 Obligations	1500 Type A 357 Type B 160 Type C 22 MA RPS Compliance 47 Wind 167 Hydro

Step 3: The Residual Standard Offer Load is allocated to the Standard Offer Sub-Account. (= Total Standard Offer Load - Standard Offer program loads)

Standard Offer Sub-account	
Obligations	Certificates
900 Obligations	223 Type A 318 Type B 143 Type C 9 MA RPS Compliance 207 Residual Certificates

Step 2: The Program A load is allocated to the Standard Offer Program A Sub-Account.

Standard Offer Program A Sub-account	
Obligations	Certificates
100 Obligations	13 Type A 19 Type B 8 Type C 1 MA RPS Compliance 12 Residual Certificates 47 Wind

Step 5: The Residual Default Service Load is allocated to the Default Service Sub-Account. (= Total Default Service Load - Default Service program loads)

Default Service Sub-Account	
Obligations	Certificates
943 Obligations	934 Type A 9 MA RPS Compliance Residual Certificates

Step 4: The Program B load is allocated to the Default Service Program B Sub-Account.

Default Service Program B Sub-Account	
Obligations	Certificates
257 Obligations	87 Type A 3 MA RPS Compliance Residual Certificates 167 Hydro

Massachusetts Labeling Requirements:
 Based on the GIS Certificates in the Standard Offer and Default Service Sub-accounts, Mass. Electric's labels would reflect the following:

Standard Offer Label	
25%	Type A
35%	Type B
16%	Type C
1%	MA RPS Compliance
23%	Residual Certificates

Note: The above matches the label values from Exhibit 1 which is what we expected to see.

Default Service Label	
99%	Type A
1%	MA RPS Compliance
0%	Residual Certificates

Note: The above does not match the label values from Exhibit 1 since this example had different data than was used in Exhibit 1.

Each Green Supplier would use the information from their Sub-account to obtain labeling information for each product.

Program A Label	Program B Label
13%	Type A
19%	Type B
8%	Type C
1%	MA RPS Compliance
12%	Residual Certificates
47%	Wind
	34%
	1%
	0%
	65%
	Hydro

DOER MA RPS COMPLIANCE CERTIFICATION

Mass. Electric would demonstrate MA RPS Compliance for Standard Offer service by providing the "My Certificates Report" for the Standard Offer Sub-account and all Program Sub-accounts related to Standard Offer customers (Program A in the above example) which would show the Total Standard Offer Load and the number of MA RPS Compliance Certificates in each Sub-account.

Mass. Electric would demonstrate MA RPS Compliance for Default Service by providing the "My Certificates Report" for the Default Service Sub-account and all Program Sub-accounts related to Default service customers (Program B in the above example) which would show the Total Default Service Load and the number of MA RPS Compliance Certificates in each Sub-account.

Step 11: The GIS Certificates from the Standard Offer suppliers are allocated to the Standard Offer Sub-account.
 = [A / B] * X C where:
 A = Residual Standard Offer Load - # of MA RPS Compliance REC's in the Sub-account
 B = Total Standard Offer Load
 C = # of certificates provided by the Standard Offer suppliers

Step 7: Mass. Electric's Standard Offer RPS Certificates are allocated to the Standard Offer Sub-account.
 = [A / B] * X C where:
 A = Residual Standard Offer Load
 B = Total Standard Offer Load
 C = # of certificates provided by Mass. Electric for Standard Offer compliance

Step 15: The GIS Administrator assigns Residual Certificates to balance the Obligations and Certificates.

Step 12: The GIS Certificates from the Standard Offer suppliers are allocated to the various Standard Offer Program Sub-accounts.
 = [A / B] * X C where:
 A = Program Load - # of certificates provided by the program supplier - # of MA RPS Compliance REC's in the Sub-account
 B = Total Standard Offer Load
 C = # of certificates provided by the Standard Offer suppliers

Step 8: Mass. Electric's Standard Offer RPS Certificates are allocated to the various Standard Offer Program Sub-accounts.
 = [A / B] * X C where:
 A = Program Load
 B = Total Standard Offer Load
 C = # of certificates provided by Mass. Electric for Standard Offer compliance

Step 15: The GIS Administrator assigns Residual Certificates to balance the Obligations and Certificates.

Step 6: The GIS Certificates provided by the Green Suppliers to Mass. Electric are allocated the appropriate Sub-account.

Step 13: The GIS Certificates from the Default Service suppliers are allocated to the Default Service Sub-account.
 = [A / B] * X C where:
 A = Residual Default Service Load - # of MA RPS Compliance REC's in the Sub-account
 B = Total Default Service Load
 C = # of certificates provided by the Default Service suppliers

Step 9: Mass. Electric's Default Service RPS Certificates are allocated to the Default Service Sub-account.
 = [A / B] * X C where:
 A = Residual Default Service Load
 B = Total Default Service Load
 C = # of certificates provided by Mass. Electric for Default Service compliance

Step 15: The GIS Administrator assigns Residual Certificates to balance the Obligations and Certificates.

Step 14: The GIS Certificates from the Default Service suppliers are allocated to the various Default Service Program Sub-accounts.
 = [A / B] * X C where:
 A = Program Load - # certificates provided by the program supplier - # of MA RPS REC's in Sub-account
 B = Total Default Service Load
 C = # of certificates provided by the Default Service suppliers

Step 10: Mass. Electric's Default Service RPS Certificates are allocated to the various Default Service Program Sub-accounts.
 = [A / B] * X C where:
 A = Default Service Program Load
 B = Total Default Service Load
 C = # of certificates provided by Mass. Electric for Default Service compliance

Step 8: The GIS Administrator assigns Residual Certificates to balance the Obligations and Certificates.

Step 6: The GIS Certificates provided by the Green Suppliers to Mass. Electric are allocated the appropriate Sub-account.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX B

SCHEDULE OF FEES AND CHARGES

The following fees shall be a part of the Terms and Conditions for GreenUp Service of Massachusetts Electric Company and Nantucket Electric Company (the “Company”).

Pursuant to the Terms and Conditions for GreenUp Service, the Company may assess the following charges to GreenUp Service Suppliers requesting such additional services relating to the provision of GreenUp Service:

I. Marketing Design and Production Service Charge

The Company may assess a Marketing Design and Production Service Charge for the design of initial marketing materials on behalf of one or more than one GreenUp Service Supplier, including text and logos, approval of the postcard by the U.S. Postal Service, pre-press and printing production. The Marketing Design and Production Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Marketing Design and Production Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

II. Postcard Printing Service Charge

The Company may assess a Postcard Printing Service Charge for the printing and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one GreenUp Service Supplier. The Postcard Printing Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Postcard Printing Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

III. Shipping Service Charge

The Company may assess a Shipping Service Charge for the shipping cost associated with delivering a bill insert from the printing company to the bill insertion location, on behalf of one or more than one GreenUp Service Supplier. The Shipping Service Charge will be charged

to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Shipping Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

The Company will not assess a charge for including a GreenUp Service Supplier's information in the Company's *Energy Matters* newsletter.

Effective: January 21, 2008

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR MUNICIPAL AGGREGATORS

1. Applicability

1A. The following Terms and Conditions shall apply to every approved Municipal Aggregator authorized to do business within the Commonwealth of Massachusetts and the Company's service territory, and to every Customer doing business with said Municipal Aggregator.

1B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in M.D.T.E. regulations and Massachusetts law. In case of conflict between these Terms and Conditions and any orders or regulations of the M.D.T.E., said orders or regulations shall govern.

1C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the M.D.T.E., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.T.E..

2. Definitions

"Aggregator" shall mean any "Aggregator" as defined in the M.G.L. c. 164, §1.

"Competitive Supplier" shall mean any entity licensed by the M.D.T.E. to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Default Service to its distribution Customers, and (2) a municipal light department that is acting as a Distribution Company. A Competitive Supplier can sell electricity directly to retail Customers or through a Municipal Aggregator.

"Commission" shall mean the Federal Energy Regulatory Commission.

"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

“Default Service” shall mean the service provided by the Distribution Company to a Customer who is not receiving Generation Service from an Aggregator or a Competitive Supplier, in accordance with the provisions set forth in the Company’s Default Service tariff, on file with the M.D.T.E..

“Distribution Company” or “Company” shall mean Massachusetts Electric Company or Nantucket Electric Company.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“EBT Working Group Report” or “Report” shall mean the most recently revised version of the report initially submitted by the Electronic Business Transaction Working Group on October 9, 1997. The Report shall be on file at the M.D.T.E..

“Enrollment period” shall mean, for a particular Customer, the period of time during which a Municipal Aggregator may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer’s next billing cycle.

“Generation Service” shall mean the sale of electricity, including ancillary services such as the provision of reserves as required in the NEPOOL markets, to a Customer by a Competitive Supplier.

“ISO-NE” shall mean ISO New England Inc., authorized by the Commission to exercise for New England the functions required pursuant to the Commission’s Order No. 2000 (and its progeny) and the Commission’s regulations, and any successor organization (including but not limited to a Regional Transmission Organization)..

“ISO Tariff” shall mean the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, modified, superseded and supplemented from time to time, and including the Market Rules and Procedures.

“ISO New England Operating Documents” shall mean the ISO Tariff and the ISO New England Operating Procedures, as amended, modified, superseded and supplemented from time to time.

“ISO-NE PTF” shall mean pool transmission facilities included in the ISO Tariff on file with the Commission.

“Market Rules and Procedures” shall mean the Market Rules, Manuals and Procedures adopted by the ISO-NE and/or NEPOOL, as may be amended from time to time, and as administered by the ISO to govern the operation of the NEPOOL markets.

“M.D.T.E.” shall mean the Massachusetts Department of Telecommunications and Energy.

“Municipal Aggregation” shall mean a program by which the electrical load of interested electricity consumers who are not otherwise served by an existing municipal lighting company is

aggregated by a municipality or group of municipalities for the purpose of soliciting bids, brokering, and contracting for electric power and energy services for such customers.

“Municipal Aggregator” shall mean an Aggregator that is comprised of a municipality or a group of municipalities, or duly authorized board or agency thereof, that is providing retail load aggregation pursuant to the M.G.L. c. 164, §134.

“NEPOOL” shall mean the New England Power Pool and its successors.

“NEPOOL Agreement” shall mean the Second Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or accepted by the Commission and as may be amended, modified, superseded, supplemented and/or restated from time to time.

“NEPOOL Rules” shall mean all rules adopted by NEPOOL or ISO-NE, as such rules may be amended, modified, supplemented or superseded and restated from time to time, including but not limited to, the NEPOOL Agreement, the ISO Tariff, the ISO New England Operating Documents, the Transmission Operating Agreement, the Participants Agreement, the NEPOOL Manuals, and the NEPOOL Operating Procedures, as amended, superseded or restated from time to time.

“Opt-Out” shall mean, for a particular customer, the ability to remove itself from the retail load aggregation service provided by a Municipal Aggregator and receive Generation Service from the Distribution Company or a Competitive Supplier.

“Service Agreement” shall mean an agreement between the Municipal Aggregator and the Company, as set forth in Section 3C(5) herein.

“Terms and Conditions” shall mean these Terms and Conditions for Municipal Aggregators.

3. Obligations of Parties

3A. Customer

Subject to the Terms and Conditions herein and unless a Customer chooses to Opt-Out, a Customer within the area serviced by a Municipal Aggregator shall be enrolled to receive its Generation Service from that Municipal Aggregator within 30 days of the Municipal Aggregator being fully operational, and will be deemed to be serviced by that Municipal Aggregator for the purposes of the Distribution Company (1) reporting the Customer’s hourly electric consumption to the ISO NE, and (2) providing billing services, either directly on behalf of the Municipal Aggregator or through arrangements with a third party.

The Customer may chose to Opt-Out of receiving Generation Service from the Municipal Aggregator. A Customer may elect to Opt-Out by notifying:

- (a) a Competitive Supplier and requesting Generation Service from that

Competitive Supplier, in which case the Competitive Supplier will arrange to switch the Customer from the Municipal Aggregator's Generation Service to the Competitive Supplier's Generation Service in accordance with the Company's Terms and Conditions for Competitive Suppliers;

(b) the Municipal Aggregator, in which case, the Municipal Aggregator will submit a "supplier drops customer" transaction, in accordance Section 5B below. Upon such transaction, the Customer will be returned to Default Service; or

(c) the Company; provided such notification shall only be valid after the Municipal Aggregator has enrolled the Customer to its Generation Service. Prior to such enrollment, the Customer shall be referred to the Municipal Aggregator to renew the Opt-Out notification with the Municipal Aggregator. If the Customer provides a valid Opt-Out notification to the Company, the Company will submit a "customer drops supplier" transaction, in accordance with Section 5B below. Upon such transaction, the Customer will be returned to Default Service.

3B. Distribution Company

The Company shall:

- (1) Arrange for or provide (i) regional network transmission service over ISO-NE PTF and (ii) local network transmission service from ISO-NE PTF to the Company's Distribution System for each Customer, unless the Customer or its Municipal Aggregator otherwise arranges for such service;
- (2) Deliver power over distribution facilities to each Customer Delivery Point;
- (3) Provide customer service and support for Distribution Service and, if contracted by the Municipal Aggregator, for Generation Service in accordance with Section 8B.3 below;
- (4) Respond to service interruptions or power quality problems;
- (5) Handle connections and terminations;
- (6) Read meters;
- (7) Submit bills to Customers for Distribution Service and, if contracted by the Municipal Aggregator, for Generation Service in accordance with Section 8B below;
- (8) Address billing inquiries for Distribution Service and, if contracted by the Municipal Aggregator, for Generation Service in accordance with Section 8B.3 below;

- (9) Answer general questions about Distribution Service;
- (10) Report Municipal Aggregators' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section 9 below;
- (11) Process the electronic business transactions submitted by Municipal Aggregators, and send the necessary electronic business transactions to Municipal Aggregators, in accordance with Section 5, below, and the rules and procedures set forth in the EBT Working Group Report;
- (12) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet website or by alternate electronic means;
- (13) Provide the following information to Municipal Aggregators before aggregation plan begins: primary customer name, first four characters of last name (required for EBT enrollment purposes), account number (required for EBT enrollment purposes), service address, mailing address for solicitation purposes, distribution rate, and generation indicator (Default or Competitive); and
- (14) Provide Default Service to Customers in accordance with the Company's tariff.

3C. Municipal Aggregator

The Municipal Aggregator shall designate a Competitive Supplier, and notify the Company of its designation. If at any time the Municipal Aggregator changes Competitive Supplier, it shall provide notice of such change to the Company. Notice shall be as provided in writing or by electronic mail, as provided in the Service Agreement. In order to initiate and maintain the Municipal Aggregation, the Municipal Aggregator, either directly or through its relationship with the Competitive Supplier servicing the load of the Municipal Aggregation, as applicable, shall:

- (1) Meet the registration and licensing requirements established by law or regulation and either (i) have a fully executed a Market Participant Service Agreement ("MPSA") with ISO-NE that has been approved by the Commission in accordance with Subsection 7.1 of the MPSA and ISO-NE has not filed with the Commission a notice of termination of such MPSA or (ii) have an agreement in place with an ISO-NE member whereby the ISO-NE member agrees to include the load to be served by the Municipal Aggregator in such ISO-NE member's NEPOOL market settlement obligations;
- (2) Provide all-requirements service to meet each of its Customers' needs and to deliver the associated capacity and energy to a point or points on ISO-NE PTF;
- (3) Be responsible for any and all losses incurred on (i) local network transmission

systems and distribution systems, as determined by the Company; (ii) ISO-NE PTF, as determined by the ISO-NE; and (iii) facilities linking generation to ISO-NE PTF, and also be responsible for all transmission wheeling charges necessary to reach ISO-NE PTF;

- (4) Complete testing of the transactions included in the EBT Working Group Report prior to the initiation of Generation Service to any Customer in the Company's service territory, and such testing shall be in accordance with the rules and procedures set forth in the Report;
- (5) Enter into a service agreement with the Distribution Company, prior to the initiation of Generation Service to any Customer in the Company's service territory, that provides information to the Distribution Company about the specific parameters of the Municipal Aggregation;
- (6) Provide information and educate the Customer on Municipal Aggregation. The information must include the Customer's right of rescission period, as applicable, and the Opt-Out option. The Opt-Out notice must be sent by the Municipal Aggregator as a separate mailing in such manner as reasonably presented to draw to the attention of each Customer to the importance of the decision the Customer must make. Such notice shall at a minimum provide:
 - a. Notification to the Customers that the Municipal Aggregator will automatically enroll them in the Municipal Aggregator's retail load aggregation program by a date certain, which shall be within 30 days of the date the Municipal Aggregator is fully operational.
 - b. Information about the Customers' rights to Opt-Out.
 - c. Notification that specific information will be released unless the Customer requests not to; and
- (7) Provide as much notice as possible of an event of default by the Competitive Supplier or Municipal Aggregator under the supply contract between the two which would trigger the suspension or early termination of the supply contract, so that the Company can prepare to return the Customers to Default Service.

4. Pre-Enrollment Information

4A. Upon authorization by a duly designated officer of a municipality, the Company shall provide aggregate consumption usage information to the city/town's Municipal Aggregator to facilitate the formation of a Municipal Aggregation program.

4B. Upon the M.D.T.E.'s approval of the a Municipal Aggregator and its retail load aggregation plan pursuant to the M.G.L. c. 164, §134, the Company shall provide the customer enrollment information to the Municipal Aggregator in an electronic format (to be determined by Company) that will include the account number, first four characters of the Customer's last name, and service address.

5. Initiation and Termination of Generation Service

5A. Initiation of Generation Service

Within 30 days that a Municipal Aggregator is fully operational, the Municipal Aggregator shall ensure that all Customers who are within the area the Municipal Aggregator intends to serve and who have not exercised their Opt-Out right, are properly enrolled to receive Generation Service from the Municipal Aggregator. For each such Customer, the Municipal Aggregator shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. The Municipal Aggregator and its designated Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the Municipal Aggregator or, if requested, its designated Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. Generation Service shall commence on the date of the Customer's next scheduled meter read, provided that the Municipal Aggregator or its designated Competitive Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the Municipal Aggregator or its designated Competitive Supplier has not submitted the enrollment transaction at least two days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.

If Distribution Company receives multiple enrollment transactions for a given Customer from different Municipal Aggregators and/or Competitive Suppliers during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the Customer's next enrollment period.

5B. Exercise of Opt-Out/Termination of Municipal Aggregator Generation Service

If a Customer seeks to Opt-Out of the Aggregation before being enrolled to receive Generation Service from a Municipal Aggregator, the Customer shall notify the

Municipal Aggregator. Efforts by the Customer to notify the Distribution Company of such an Opt-Out prior to the Customer's enrollment shall be invalid. Upon such notification, the Municipal Aggregator and its designated Competitive Supplier shall refrain from submitting an "enroll customer" transaction for such Customer pursuant to Section 5A above.

If a Customer Opts-Out of the Municipal Aggregation after being enrolled to receive Generation Service from a Municipal Aggregator, or if the Customer otherwise chooses to terminate its receipt of Generation Service from said Municipal Aggregator, and the Customer notifies the Municipal Aggregator, the Municipal Aggregator or its designated Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. The Distribution Company shall send a "confirm drop date" transaction to the Municipal Aggregator or its designated Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. Generation Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the Municipal Aggregator or its designated Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the Municipal Aggregator or its designated Competitive Supplier has not submitted this transaction at least two days before the meter read date, Generation Service shall be terminated on the date of the Customer's subsequent scheduled meter read. Upon such notification, the Municipal Aggregator or its designated Competitive Supplier shall refrain from submitting an "enroll customer" transaction for such Customer pursuant to Section 5A above.

If a Customer Opts-Out from the Municipal Aggregation after being enrolled to receive Generation Service from a Municipal Aggregator, or if the Customer otherwise chooses to terminate its receipt of Generation Service from said Municipal Aggregator, and the Customer informs the Distribution Company directly, Generation Service shall be terminated within two business days for residential customers; for other customers, Generation Service shall be terminated on the date of the Customer's next scheduled meter read. The Distribution Company shall send a "customer drops supplier" transaction to the Municipal Aggregator or its designated Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

In those instances when a Customer who is receiving Generation Service from a Municipal Aggregator wishes to initiate Generation Service with an unrelated Competitive Supplier, the Competitive Supplier shall submit an "enroll customer" transaction pursuant to the EBT Working Group Report, and the timing of the termination of Generation Service by the Municipal Aggregator and commencement of Generation service by the Competitive Supplier shall be governed by Company's Terms and Conditions for Competitive Suppliers.

5C. Customer Moves

A Customer that moves within a Distribution Company's service territory and remains within the Municipal Aggregator's service territory shall have the opportunity to notify the Distribution Company that it seeks to continue Generation Service with its existing Municipal Aggregator. Upon such notification, the Distribution Company shall send a "customer move" transaction to the Municipal Aggregator or its designated Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

A Customer that moves within a Distribution Company's service territory and does not remain within the Municipal Aggregator's service territory shall receive Default Service in accordance with the Company's applicable tariff. The Distribution Company shall notify the Municipal Aggregator or its designated Competitive Supplier via a "final bill indicator" as described in the EBT Working Group Report.

In those instances when a Customer moves into a Distribution Company's service territory and resides within the Municipal Aggregator's service territory, the Customer will not be assigned to the Municipal Aggregator until the Municipal Aggregator or its designated Competitive Supplier submits an "enroll customer" transaction for such Customer in accordance with Section 5D below. Prior to such "enroll customer" transaction, the Customer shall receive Default Service, in accordance with the Company's applicable tariff.

5D. Request for Service Post-Implementation of a Municipal Aggregation Plan

The Company will inform customers that a complete listing of Competitive Suppliers and Municipal Aggregators is available via the Internet or the Company will mail a listing to the customer if desired.

To facilitate enrollment in a Municipal Aggregator's on-going plan, the Company will electronically transmit the name, address and existing supply option of the new customer to the Municipal Aggregator to facilitate the notification and Opt-Out requirements of the program. Once the appropriate notification has been provided to the Customer and applicable Opt-Out requirements met, the Municipal Aggregator or its designated Competitive Supplier may electronically enroll the Customer by submitting an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Working Group Report.

5E. Other Provisions

Distribution Companies and Municipal Aggregators or their designated Competitive Suppliers shall send "change enrollment detail" transactions to change any information included on the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Working Group Report.

If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an “error” transaction to the Municipal Aggregator or its designated Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Working Group Report.

5F. Fees

The Company may charge fees to Municipal Aggregators for processing the transactions described above, as approved by the M.D.T.E.. These fees are included in Appendix A

6. Distribution Service Interruption

6A. Planned Outages

In the event that the loading of the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practice.

6B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. When appropriate, service restoration shall be accomplished in accordance with the Company’s System Storm Emergency Plan on file with the M.D.T.E..

6C. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification, using the “customer usage and billing information” transaction, to the Customer’s Municipal Aggregator or its designated Competitive Supplier of record upon final billing to the Customer. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Municipal Aggregator. The Company shall not be liable for any revenue losses incurred by Municipal Aggregator or its designated Competitive Supplier as a result of any such disconnection.

Any disconnected Customer that returns to eligibility for Distribution Service may have both Distribution Service from the Company and Generation Service from the Municipal Aggregator reinstated, but if the reinstatement takes place more than ten (10) days after the disconnection, such reinstatement shall be treated in the same manner as initiation of new service pursuant to Section 5A above.

7. Metering

7A. Meter Reading

The Company shall meter each Customer in accordance with applicable tariff provisions. Upon successful enrollment of a Customer by a Municipal Aggregator, the Company shall schedule meter reads on a monthly cycle.

Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Municipal Aggregator's NEPOOL market settlement obligations, or the Municipal Aggregator's designated Competitive Supplier's NEPOOL market settlement obligations.

7B. Ownership of Metering Equipment

Should a Customer or a Municipal Aggregator request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Municipal Aggregator shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Municipal Aggregator. The Company shall bill the Customer or Municipal Aggregator upon installation.

8. Billing

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Default Service.

The Company shall offer two billing service options to Customers receiving Generation Service from Municipal Aggregators: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service. The Municipal Aggregator shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EBT Working Group Report.

8A. Standard Passthrough Billing Service

The Company shall issue a bill for Distribution Service to each Customer. The Municipal Aggregator shall be responsible for separately billing its Customers for the cost of Generation Service provided by the Municipal Aggregator and for the collection of amounts due to the Municipal Aggregator from the Customer.

The Company shall send a "customer usage information" transaction to the Municipal Aggregator or its designated Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

8B. Standard Complete Billing Service

1. Billing Procedure

The Company shall issue a single bill for electric service to each Customer. The Municipal Aggregator shall provide to the Company its designated Competitive Supplier's legal name, the rate, the price structure, and customer service telephone number. The Company shall use the rates supplied by the Municipal Aggregator to calculate the Municipal Aggregator's portion of Customer bills, and integrate this billing with its own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the Municipal Aggregator or its designated Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

The Municipal Aggregator must notify the Company of any changes to the Municipal Aggregator's rates at least five (5) days before such rates are to be effective, and the Municipal Aggregator must notify the Company of any new rates and charges to that the Municipal Aggregator seeks to impose at least ten (10) days before such rates or charges are to be effective

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the Municipal Aggregator or its designated Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. Customer payments due to the Municipal Aggregator or its designated Competitive Supplier shall be transferred to the Municipal Aggregator or its designated Competitive Supplier in accordance with the service contract entered into by the Municipal Aggregator and the Company.

A Customer's payment shall be allocated between the Distribution Company and the charges associated with the Municipal Aggregation in the following manner. The payment should first be allocated to the Distribution Company and Municipal Aggregation charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to Distribution Company and Municipal Aggregation current charges in proportion to the percentage of the combined current charges represented by each charge.

The Municipal Aggregator shall promptly notify the Distribution Company of any billing errors or miscalculations it believes it has occurred.

2. Changes to Rate Classes

If a Municipal Aggregator requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the

billing system, if reasonably possible, at the Municipal Aggregator's expense. The costs of making the designated changes shall be estimated by the Company to the Municipal Aggregator prior to the start of programming.

3. Optional Customer Services

Upon request by a Municipal Aggregator, the Company may offer optional customer services to those Municipal Aggregators who receive Standard Complete Billing Service. Pricing for these optional services shall be customized to the Municipal Aggregator's needs, and shall be dependent on the specific customer services required by the Municipal Aggregator, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested.

4. Summary Billing

The Company may offer a Summary Billing option to Customers who qualify by having multiple electric service accounts. Summary Billing is designed to consolidate multiple individual bills onto a single bill format, this optional service allows Customers to pay multiple bills with one check.

5. Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad check charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

8C. Definition of Standard Units of Service

1. Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariffs on file with the M.D.T.E..

2. On-Peak/Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable tariffs on file with the M.D.T.E..

Municipal Aggregators may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned to the Municipal Aggregator.

8D. Fees

The Company may charge fees to Municipal Aggregators for providing the services described in this section of the Terms and Conditions, as approved by the M.D.T.E.. These fees are included in Appendix A.

9. Determination of Hourly Loads

9A. For each Municipal Aggregator, hourly loads for each day shall be estimated or telemetered and reported daily to the ISO-NE for inclusion in the Municipal Aggregator's NEPOOL market settlement obligations. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.

9B. The Company shall normally report a day's hourly loads to the ISO-NE by the time specified in the NEPOOL Rules. These loads shall be included by ISO-NE in the Municipal Aggregator's NEPOOL market settlement obligations.

9C. To refine the estimates of the Municipal Aggregator's loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.

9D. The hourly loads shall be determined consistent with the following steps:

- (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
- (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
- (3) The Company shall develop estimates of hourly load profiles for the previous day for each Municipal Aggregator such that the sum of the Municipal Aggregator's loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Municipal Aggregator loads.
- (4) Transmission losses from local network facilities shall be approximated and added to the Municipal Aggregator's hourly loads.

9E. The process of Municipal Aggregator load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Municipal Aggregator or its designated Competitive Supplier for any costs that are associated with such estimating errors.

10. Liability

The liability of the Municipal Aggregator to the Customer shall be as set forth in the terms of the Municipal Aggregation.

To the extent allowed under Massachusetts law and except in the case of negligence or bad faith conduct, the Company and the Municipal Aggregator shall waive recourse against the other party and its affiliates for or arising from the performance or non-performance by such other party of its obligations under these Terms and Conditions.

Effective April 1, 2007

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TERMS AND CONDITIONS FOR MUNICIPAL AGGREGATORS

APPENDIX A

SCHEDULE OF FEES AND CHARGES

The following fees and charges shall be a part of the Terms and Conditions for Municipal Aggregators.

1. ISO Reporting Set-Up and Transaction Fee

The Company may assess an ISO Reporting Set-Up and Transaction Fee for establishing the reporting protocol for an individual customer account that would enable the Company to report the customer's load data to ISO-NE on behalf of a Municipal Aggregator along with the daily reporting to ISO-NE of customer loads from the prior day. The ISO-NE Reporting Set-Up and Transaction Fee of eighty dollars (\$80) per account will be charged to and collected from all Municipal Aggregators who request the Company to report individual customer account load data to the ISO-NE as a result of providing programs and services to their customers beyond the provision of basic Generation Service.

2. Enhanced Metering Fee

The Company may assess an Enhanced Metering Fee, as provided for in the Company's Optional Enhanced Metering Service tariff, M.D.T.E. 1050, as may be amended from time to time, for customers of Municipal Aggregators that require such metering in order to provide program and services beyond the provision of basic Generation Service. The Enhanced Metering Fees contained in the Optional Enhanced Metering Service tariff, Option 1, will be charged to and collected from all Municipal Aggregators who request the Company to install such metering devices in order for their customers to participate in programs and services, including, but not limited to, load response programs which require telemetered installations.

Effective April 1, 2007

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

TARIFF FOR BASIC SERVICE

1. General

This Tariff may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in MDPU regulations and Massachusetts law. In case of conflict between this Tariff and any orders or regulations of the MDPU, said orders or regulations shall govern.

2. Definitions

“Competitive Supplier” shall mean any entity licensed by the MDPU to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Basic Service to its distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

“Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Basic Service” shall mean the service provided by the Distribution Company to a Customer who is not receiving either Generation Service from a Competitive Supplier in accordance with the provisions set forth in this tariff.

“Distribution Company” or “Company” shall mean Massachusetts Electric Company or Nantucket Electric Company.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“Generation Service” shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

“Load Zone” shall mean any one of the three reliability regions identified on ISO New England’s website for Massachusetts as defined by ISO New England, as may be amended from time-to-time.

“Locational Marginal Pricing” shall mean the wholesale electric power market system

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Issued by:
Thomas B. King
President

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administered by ISO New England, wherein the market prices for electricity are dependent upon the location of production and consumption.

“MDPU” shall mean the Massachusetts Department of Public Utilities.

3. Availability

Basic Service shall be available to any new Customer or any Customer who, for any reason, has stopped receiving Generation Service from a Competitive Supplier.

4. Rates

(a) Two Rate Options

There are two rate options available to Customers on Basic Service. The Supplemental Schedule to this tariff sets forth the rate options for each rate class for the specified six month period. One option is referred to as the “Fixed Price Option”. The second option is referred to as the “Variable Price Option”. The rates for each option are subject to change at the end of the six month period specified in the Supplemental Schedule.

(b) Initial Applicable Option

The following Customers will automatically be placed by the Company on the Fixed Price Option, unless they otherwise make an election under sections (c) and (d) below:

- (i) residential Customers in rate classes R-1, R-2, R-4 and E; and
- (ii) small commercial & industrial Customers in rate class G-1.

The following Customers will automatically be placed by the Company on the Variable Price Option, unless they otherwise make an election under sections (c) and (d) below:

- (iii) streetlight Customers in rate classes S-1, S-2, S-3, S-5, S-6 and S-20;
- (iv) medium commercial & industrial Customers in rate class G-2; and
- (v) large commercial & industrial Customers in rate class G-3.

(c) One-Time Right to Elect Different Option

Customers have a one-time right to elect an option other than the one they are automatically placed on by the Company. However, once the election is made, such Customers will be required to remain on the elected option during their uninterrupted stay on Basic Service unless and until they begin taking Generation Service from a

Competitive Supplier. Basic Service Customers may make this election at the time they are first placed on Basic Service or at any time after service has commenced.

(d) Timing of Any Switch to a Different Option

Customers may notify the Company at any time to elect a different pricing option. The switch will be made by the Company on the next scheduled meter read date after receiving the notice, provided that the Company has received notice no later than two business days prior to the next meter read date. Otherwise, the switch will not occur until the next successive meter read date after receipt of the notice.

(e) Changes in the Supplemental Schedule

The Company will file a new Supplemental Schedule for the next six month period prior to the expiration of the current period.

(f) Calculation of Fixed and Variable Pricing Options

The Company calculates the Fixed and Variable Pricing Options based on bids received and accepted by the Company from suppliers. The Fixed Price Option represents a weighted average of the applicable winning bid over six months. The Variable Price Option represents the actual monthly price from the applicable winning bid for each month of the same six month period.

(g) Billing Adjustment when Leaving Basic Service

Customers receiving Basic Service under the Fixed Price Option who leave Basic Service to receive Generation Service from a Competitive Supplier shall be subject to a billing adjustment for the time they were billed under the Fixed Price Option during the last six month pricing period. Specifically, the billing adjustment shall be based on the difference between the rate under the Fixed Price Option for the last applicable six month pricing period during which the Customer was on Basic Service and the monthly rates under the Variable Price Option for the same period, multiplied by the Customer's kilowatt-hour usage during the same period. The billing adjustment can be either a charge or a credit, depending upon the rates in effect at the time.

(h) Locational Marginal Pricing

The Company will reflect the effects of Locational Marginal Pricing in its Basic Service rates to medium and large commercial and industrial customers as defined in 4(b)(iv) or (v), above. For these customer groups, the Company will provide unique Basic Service rates under the Fixed Price Option and Variable Price Option for each of the Load Zones in which the Company provides service. For Customers receiving retail delivery service under the Company's residential rates, small commercial and industrial rates, or

streetlighting rates as defined in 4(b)(i), (ii) or (iii), above, the Company will provide uniform Basic Service rates under the Fixed Price Option and Variable Price Option across all of the Load Zones in which the Company provides service.

The Company shall assign to each Customer's account a Load Zone designation based on the normal supply facility (substation, feeder, transformer) of that Customer listed in the Company's customer information system for the purpose of implementing Locational Marginal Pricing in accordance with NEPOOL's Standard Market Design. The Load Zone designation of a Customer's account is subject to change as a result of changes in the normal supply facility designation in the Company's customer information system.

5. Billing

Each Customer receiving Basic Service shall receive one bill from the Company, reflecting unbundled charges for their electric service.

6. Initiation of Basic Service

Basic service may be initiated in any of the following manners:

- a. A Customer who is receiving Generation Service from a Competitive Supplier notifies the Distribution Company that he wishes to terminate such service and receive Basic Service. In this instance, Basic Service shall be initiated within two (2) business days of such notification for residential Customers. For other Customers, Basic Service shall be initiated concurrent with the Customer's next scheduled meter read date, provided that the Customer has provided such notification to the Company two (2) or more business days before the next scheduled meter read date, in accordance with the Company's Terms and Conditions for Competitive Suppliers. If the Customer provided such notification fewer than two (2) days before the Customer's next scheduled meter read date, Basic Service shall be initiated concurrent with the Customer's subsequent scheduled meter read date;
- b. A Competitive Supplier notifies the Distribution Company that it shall terminate Generation Service to a Customer. In this instance, Basic Service shall be initiated for the Customer concurrent with the Customer's next scheduled meter read date, provided that the notice of termination of Generation Service is received by the Company two (2) or more business days before the next scheduled meter read date, in accordance with the Company's Terms and Conditions for Competitive Suppliers. If the notice of termination is received fewer than two (2) days before the Customer's next scheduled meter read date, Basic Service shall be initiated concurrent with the Customer's subsequent scheduled meter read date;
- c. A Competitive Supplier ceases to provide Generation Service to a Customer,

without notification to the Distribution Company. In this instance, Basic Service to the Customer shall be initiated immediately upon the cessation of Generation Service;

- d. A Customer who moves into the Company's service territory who has not affirmatively chosen a Competitive Supplier.

7. Termination of Basic Service

Basic Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of Generation Service by a Competitive Supplier is received by the Company two (2) or more business days before the next scheduled meter read date, in accordance with the Company's Terms and Conditions for Competitive Suppliers.

If the notice of initiation of Generation Service by the Competitive Supplier is received by the Company fewer than two days before the Customer's next scheduled meter read date, Basic Service shall be terminated concurrent with the Customer's subsequent scheduled meter read date.

There shall be no fee for terminating Basic Service.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
BASIC SERVICE ADJUSTMENT PROVISION

The Company's rates for Retail Delivery Service are subject to adjustment to reflect the costs, including administrative costs, incurred by the Company in arranging Basic Service, which costs are not recovered from Customers through the Basic Service rate charged to Basic Service Customers.

For purposes of calculating the Basic Service Administrative Cost Factor, which is applicable to customers receiving Basic Service, administrative costs associated with arranging Basic Service pursuant to this provision shall include:

1. the cost of working capital related to the provision of Basic Service;
2. the administrative costs of complying with the requirements of Renewable Energy Portfolio Standards pursuant to 225 CMR14, the costs of creating the environmental disclosure label, and the costs associated with NEPOOL's Generation Information System attributable to Basic Service load, fixed at \$86,392;
3. the costs associated with the procurement of Basic Service including requests for bids, contract negotiation, and execution and contract administration, fixed at \$273,795;
4. the costs associated with notifying Basic Service customers of the rates for Basic Service and the costs associated with updating rate change in the Company's billing system, fixed at \$13,811; and
5. the uncollectible costs associated with the amounts the Company bills for Basic Service supply.

The Company's Basic Service Administrative Cost Factors are as follows:

	Basic Service Administrative Cost Factor
Residential	0.318¢ per kWh
Commercial (Rates G-1 and S)	0.200¢ per kWh
Industrial (Rate G-2)	0.135¢ per kWh
Industrial (Rate G-3)	0.135¢ per kWh

On an annual basis, the Company shall perform two reconciliations for Basic Service. In the first reconciliation, the Company shall reconcile its power supply cost of providing Basic Service with its Basic Service revenue associated with the recovery of power supply costs, and the excess or deficiency shall be refunded to, or collected from, all of the Company's retail delivery service customers on a per kilowatt-hour basis over the following 12 months, with

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
BASIC SERVICE ADJUSTMENT PROVISION

interest at the interest rate paid on customer deposits. Such per kWh charge or credit is referred to as the Basic Service Adjustment Factor.

In the second reconciliation, the Company shall reconcile its administrative cost of providing Basic Service with its Basic Service revenue associated with the recovery of administrative costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be refunded to, or collected from, Basic Service Customers in the subsequent year's Basic Service Administrative Cost Factor. The Company may file to change the Basic Service Administrative Cost Factor at any time should significant over- or under-recoveries of Basic Service costs occur.

For purposes of the above reconciliation, total Basic Service revenues shall mean all revenue billed by the Company to Basic Service customers through the Basic Service rates for the applicable 12-month reconciliation period together with payments or credits from suppliers for the provision of Basic Service. The cost of providing Basic Service shall mean the cost incurred by the Company in providing Basic Service, which shall include payments to Basic Service suppliers, including the Independent System Operator-New England ("ISO-NE") for procuring Basic Service power, the cost of acquiring renewable energy certificates or remitting Alternate Compliance Payments to comply with the renewable portfolio standards established in Mass. Gen. Laws c. 25A, § 11F and 220 C.M.R. 14.00 et seq., and the FERC approved costs billed to the Company for the operation of the New England Power Pool ("NEPOOL") Generation Information System, which are billed to the Company as a result of its being subject to Attribute Laws, as defined in the NEPOOL cost allocation document.

Should any balance remain outstanding subsequent to the refund or recovery of over or under collections as described above, the Company shall reflect as an adjustment in the current reconciliation period the amount of the outstanding balance.

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Department of Public Utilities (the Department) setting forth the amount of the increase or decrease and the new Basic Service Adjustment Factor amount and the Basic Service Administrative Cost Factor amount. The notice shall further specify the effective date of such adjustments, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Department may authorize.

This provision is applicable to all Retail Delivery Service rates of the Company. The operation of this Basic Service Adjustment clause is subject to Chapter 164 of the General Laws.

MASSACHUSETTS ELECTRIC COMPANY
 NANTUCKET ELECTRIC COMPANY
 SUPPLEMENT TO TARIFF FOR BASIC SERVICE
 FOR THE PERIOD MAY 2010 THROUGH OCTOBER 2010

In accordance with the terms of the Tariff for Basic Service, the rates for Basic Service for customers receiving such service from the Company are as follows. All rates will be applied as a uniform ¢ per kWh charge, for usage on and after the first day of each calendar month.

Rate	Tariff					
	R-1, R-2 R-4, E	G-1	G-2, G-3			S-1, S-2, S-3 S-5, S-6, S-20
			SEMA	WCMA	NEMA	
Fixed Price Option:	8.110¢	8.102¢	7.594¢	7.548¢	7.456¢	8.102¢
Variable Price Option:						
May 2010	7.966¢	7.893¢	n/a	n/a	n/a	7.893¢
June 2010	7.960¢	7.914¢	n/a	n/a	n/a	7.914¢
July 2010	8.106¢	8.249¢	n/a	n/a	n/a	8.249¢
August 2010	8.282¢	8.333¢	7.929¢	7.886¢	7.736¢	8.333¢
September 2010	8.043¢	7.960¢	7.359¢	7.329¢	7.076¢	7.960¢
October 2010	8.252¢	8.155¢	7.468¢	7.401¢	7.553¢	8.155¢

The Fixed Price Option for Residential and Commercial customer groups (R-1, R-2, R-4, E, G-1, S-1, S-2, S-3, S-5, S-6, S-20) is effective for the period May 1, 2010 through October 31, 2010. The Fixed Price Option for the Industrial customer group (G-2, G-3) is effective for the period August 1, 2010 through October 31, 2010.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

PENSION/PBOP ADJUSTMENT MECHANISM PROVISION

The Company's rates for Retail Delivery Service are subject to a Pension and Post-retirement Benefits other than Pension ("PBOP") Adjustment Factor ("PAF") designed to recover the Company's uncapitalized expense associated with Pension and PBOP recorded on the Company's books of account pursuant to SFAS 87 and SFAS 106 relating to distribution operating and maintenance.

Annually, the Company will file with the Department (1) the amount of the upcoming year's Pension and PBOP expense to be reflected in the PAF and (2) a reconciliation of the prior year's Pension and PBOP expense subject to this provision and the revenue billed through the PAF exclusive of prior period collection or refund of under- or over-recovery of costs. Any excess or deficiency in the recovery of Pension and PBOP expense, including interest at the Company's allowed tax-effected weighted average cost of capital as approved by the Department, shall be refunded to or recovered from customers over three years. The PAF shall be a uniform per kilowatt-hour factor based on the estimated kilowatt-hours to be delivered by the Company.

The Company shall use the following formula when computing the PAF:

$$PAF_x = \frac{(PEN + PBOP + RA_x + cc(URD_x + APPA_x - DTA_x) + PPRA_x)}{kWh}$$

Where:

PAF = the annual Pension/PBOP adjustment factor

PEN = the actuarial forecast of Pension expense to be recovered for the current year.

PBOP = the actuarial forecast of PBOP expense to be recovered for the current year.

RA_x = the reconciliation adjustment for Year_x is one-third of the Unamortized Reconciliation Deferral at the end of the prior year.

cc = the tax-effected weighted-average cost of capital using the allowed return on equity approved in the Company's most recent rate case.

URD_x = the Unamortized Reconciliation Deferral is the amount of the Reconciliation Deferral not yet included for recovery. At the beginning of Year_x the Unamortized Reconciliation Deferral is the sum of: (1) the Unamortized Reconciliation Deferral at the beginning of the Prior Year; plus (2) the Reconciliation Deferral for the Prior Year; minus (3) the Reconciliation Adjustment for the Prior Year.

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Issued by:
Thomas B. King
President

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MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

PENSION/PBOP ADJUSTMENT MECHANISM PROVISION

$APPA_x$ = the average pre-paid/unfunded Pension and PBOP amount for Year_x is one half of the sum of: (1) the pre-paid/unfunded Pension and PBOP amounts recorded on the Company's books as of the beginning of the prior year; and (2) the pre-paid/unfunded Pension and PBOP amount recorded on the Company's books as of the end of the prior year.

DTA_x = the deferred tax amount is the deferred taxes associated with the pre-paid/unfunded Pension and PBOP amount and the URD at the end of the prior year.

$PPRA_x$ = the past period reconciliation amount is (a) the difference between: (1) the amount of PAF revenue that should have been received in the prior year; and (2) the amount of PAF revenue actually received in the prior year and (b) the amount computed in the clause (a) times the prime rate computed in accordance with 220C.M.R.6.08(2).

kWh = annual forecasted kWh deliveries.

x = the current fiscal year.

For billing purposes, the PAF will be included with the distribution kWh charge on customer's bills.

Each adjustment of the prices under the Company's applicable tariffs shall be in accordance with a notice filed with the Department setting forth the amount of the increase or decrease and the new PAF. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Department may authorize.

This provision is applicable to all Retail Delivery Service tariffs of the Company. The operation of this Pension/PBOP Adjustment Provision is subject to Chapter 164 of the General Laws.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
d/b/a NATIONAL GRID
REVENUE DECOUPLING MECHANISM PROVISION

In accordance with the Department order in Docket No. 07-50A, the prices for distribution service contained in all of the Company's tariffs are subject to adjustment to reflect the operation of its Revenue Decoupling Mechanism ("RDM").

Definitions

"Actual Billed Distribution Revenue" shall mean the amounts the Company has billed during the applicable calendar year for customer charges, distribution demand charges, distribution energy charges, Second Feeder Service charges, and any other charges or discounts that the Company records as distribution revenue Factors including the Net CapEx Factors approved by the Department, but excluding the discount provided to Rate R-2 customers and the Residential Assistance Adjustment. Actual Billed Distribution Revenue shall exclude the RDM Adjustment Factor, as it is subject to its own reconciliation.

"Actual Net Capital Expenditure" or "Actual Net CapEx" shall mean the plant additions recorded by the Company for a given calendar year, but in no event shall exceed \$170 million annually, less the annual allowance in base distribution rates for depreciation expense.

"Annual Target Revenue" or "ATR" shall mean (A) the class-specific revenue requirement as approved by the Department in Docket No. D.P.U. 09-39, unless otherwise adjusted and approved by the Department and (B) the class specific revenue requirement of Cumulative Net CapEx ("Cumulative Net CapEx Adjustment") reviewed and approved by the Department since the test year in the Company's last general rate case.

"Cumulative Net CapEx Adjustment" shall mean the Cumulative Revenue Requirement effect for the current year of its actual Net Capital Expenditure recorded since December 31, 2008 through the calendar year immediately preceding the current year.

"Cumulative Revenue Requirement" shall mean the return on year-end cumulative incremental rate base, at a rate equal to the pre-tax weighted average cost of capital, as determined in Docket No. D.P.U. 09-39, or as revised by a subsequent Department order, plus the annual depreciation on Cumulative Net CapEx.

"Current Year" shall mean the calendar year immediately preceding March 1 of the year during which the proposed RDM Adjustment Factor and the Cumulative Net Capital Expenditure ("CapEx") Factors will be in effect.

"Department" shall mean the Massachusetts Department of Public Utilities.

"Distribution Company" or "Company" shall mean Massachusetts Electric Company and Nantucket Electric Company.

"Forecasted kWh" shall mean the forecasted amount of electricity, as measured in kWh, to be distributed to the Company's distribution customers for the twelve month period during which the proposed RDM Adjustment Factor will be in effect.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
d/b/a NATIONAL GRID
REVENUE DECOUPLING MECHANISM PROVISION

“Incremental Rate Base” shall mean the Cumulative Net CapEx adjusted for accumulated depreciation on Net CapEx and for accumulated deferred taxes on Cumulative Net CapEx and cumulative deferred tax reversals on December 31, 2008 plant in service since December 31, 2008.

“Rate Base Allocator” shall mean the percentage of total rate base allocated to each rate class as determined in the Company’s distribution rate case in Docket No. D.P.U. 09-39 as follows:

Rate R-1/R-2	51.546%
Rate R-4	0.073%
Rate G-1	11.242%
Rate G-2	12.063%
Rate G-3	20.507%
Streetlighting	4.568%

“RDM” shall mean Revenue Decoupling Mechanism.

“RDM Adjustment Factor” shall mean a per kWh factor equal to the difference (either positive or negative) between the Actual Billed Distribution Revenue and the ATR for the current year divided by the Forecasted kWh.

The Company’s RDM shall include an annual RDM Revenue Reconciliation which will reconcile ATR and Actual Billed Distribution Revenue for the same calendar year. The RDM Revenue Reconciliation amount (either positive or negative) shall determine the RDM Adjustment Factor. The Company shall submit a filing by November 1 of each year (“RDM Filing”), in which the Company shall propose adjustments to distribution rates to reflect (1) RDM Adjustment Factor and (2) the Cumulative Net Capital Expenditure (“CapEx”) Factors to be billed to customers in the following calendar year. These adjustments to distribution rates will be effective for the twelve months beginning March 1 of the subsequent year. In addition, the RDM Filing shall present the current year’s ATR against which the Company shall perform its RDM Revenue Reconciliation.

I. Determination of ATR

The current year ATR for each rate class shall consist of the following components: (A) the class-specific revenue requirement as approved by the Department in Docket No. D.P.U. 09-39, unless otherwise adjusted and approved by the Department and (B) class specific Cumulative Net CapEx Adjustment reviewed and approved by the Department since the test year in the Company’s last general rate case.

A. Rate Class Revenue Requirements

The rate class-specific revenue requirements from the Company’s distribution rate case approved by the Department in Docket No. D.P.U. 09-39 are as follows:

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
d/b/a NATIONAL GRID
REVENUE DECOUPLING MECHANISM PROVISION

Rate R-1/R-2	\$306,532,557
Rate R-4	\$347,350
Rate G-1	\$97,267,709
Rate G-2	\$56,298,775
Rate G-3	\$106,895,246
Streetlighting	\$20,525,360
Total	\$587,866,996

B. Net CapEx Adjustment

The Company shall adjust the current year ATR to reflect the Cumulative Revenue Requirement effect for the current year of its Actual Net CapEx recorded since December 31, 2008 through the calendar year immediately preceding the current year. The Company shall allocate the Cumulative Net CapEx Adjustment to its rate classes based on the Rate Base Allocator.

II. RDM Adjustment Factor

The RDM Adjustment Factor will be based on the RDM Revenue Reconciliation amount for the prior calendar year. For each calendar year, this RDM Revenue Reconciliation amount shall be equal to the difference (either positive or negative) between the Actual Billed Distribution Revenue, and the ATR for the same year. Since the Company's RDM Filing occurs prior to the end of the calendar year, the RDM Revenue Reconciliation will reflect estimated amounts for billed distribution revenue, however these estimated amounts will be replaced with and reconciled to actual amounts in the subsequent RDM Filing. The amount of over- or under-recovery resulting from the RDM Revenue Reconciliation shall be used to determine a uniform per kilowatt-hour RDM Adjustment Factor based on the Forecasted kWh. The amount approved by the Department to be recovered or refunded through the RDM Adjustment Factor shall be subject to reconciliation.

III. Net CapEx Factors

The Net CapEx Factors shall represent the Cumulative Revenue Requirement on Actual Net CapEx as approved by the Department for recovery in the Company's annual November 1 RDM Filings. This amount shall represent the cumulative incremental revenue requirement determined necessary to fund the Cumulative Net CapEx. The Company shall allocate the Cumulative Revenue Requirement approved by the Department to be reflected in distribution rates to its rate classes based on the Rate Base Allocator. The amount of Cumulative Net CapEx by rate class shall then be converted to a per kilowatt-hour factor for each rate class based on the estimated kilowatt-hours deliveries for the applicable rate class for the upcoming year commencing March 1. For example, the Net CapEx Factors effective March 1, 2011 shall reflect the 2011 revenue requirement of Cumulative Net CapEx recorded since December 31, 2008 through December 31, 2009, subject to Department approval.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
d/b/a NATIONAL GRID
REVENUE DECOUPLING MECHANISM PROVISION

IV. Earnings Sharing Mechanism

The Company will calculate its actual earnings for the prior calendar year and, to the extent that actual earnings exceed the allowed return on equity approved by the Department in Docket No. D.P.U. 09-39, or as revised by a subsequent Department order, will credit customers with 50% of the excess earnings grossed up for income taxes. The amount of excess earnings to be credited, if any, shall be a uniform per kilowatt-hour factor. The Company shall file an annual earnings report with the Department no later than May 1 of the following calendar year identifying the earned return on equity for the prior calendar year, the amount of earnings subject to sharing with its customers, and customers' share of those earnings. Should there be any customer share of excess earnings, the Company shall propose to the Department an Earnings Sharing Adjustment Factor by which the amount shall be credited to customers and the manner and period over which the amount shall appear on customer bills. The amount approved by the Department to be credited to customers through the Earnings Sharing Adjustment Factor shall be subject to reconciliation.

V. RDM Adjustment Factor and Net CapEx Factors

By November 1 of each year, the Company shall submit to the Department its proposed RDM Adjustment Factor and Net CapEx Factors for the subsequent year. These factors shall be effective for consumption on and after March 1 of each year and will be included with each rate class' distribution energy charge for billing purposes. The total of the RDM rate adjustments determined in accordance with Sections II and III may not exceed three percent (3%) of total revenue as recorded during the prior calendar year. Total revenue shall include amounts that the Company has billed customers through applicable charges for distribution service, transmission service, transition charges, Demand Side Management, Basic Service, and any and all related adjustment factors. To the extent that the application of this revenue cap results in a RDM rate adjustment that is less than that calculated in accordance with Sections II and III, the difference shall be deferred with interest calculated at the Customer Deposit Rate and included in the RDM Revenue Reconciliation for recovery in subsequent years.

VI. Interim RDM Adjustments

If at any time during the year, the total of cumulative distribution revenue excess/shortfall for the Company in total is estimated to be 10% above or below the Company's ATR for the current year, the Company will petition the Department for an interim adjustment prior to its next scheduled RDM Filing.

VII. Capital Investment Filing

By July 1 of each year, the Company shall submit to the Department a report of its capital investment for the prior calendar year. This report shall contain sufficient information to allow the Department to review the Company's actual capital expenditures for the purposes of determining the Company's ATR and in support of the Company's Cumulative Net CapEx Adjustment and subsequent Net CapEx Factors.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
d/b/a NATIONAL GRID
REVENUE DECOUPLING MECHANISM PROVISION

VIII. Adjustments to Rates

Each adjustment of the prices under the Company's applicable tariffs shall be in accordance with a notice filed with the Department on or before November 1 of each year setting forth the amount of the increase or decrease and the new RDM Adjustment Factor, Net CapEx Factors, and Earnings Sharing Adjustment Factor. The notice shall further specify the effective date of such adjustment, which shall be March 1 of the year following the filing of the notice, or such other date as the Department may authorize.

This provision is applicable to all Retail Delivery Service tariffs of the Company. The operation of this RDM Reconciliation Provision is subject to Chapter 164 of the General Laws.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
STORM RECOVERY FACTOR PROVISION

The Company's rates for Retail Delivery Service are subject to adjustment to reflect recovery of the deficit in the Company's Storm Fund ("Storm Fund Deficit") resulting from the December 2008 ice storm ("2008 Storm") through a Storm Recovery Adjustment Factor. For a period of five years, the Company shall implement a factor designed to recover the Storm Fund Deficit at December 31, 2009 resulting from the final approved costs of the 2008 Storm plus interest at the Company's approved pre-tax weighted average cost of capital ("WACC") of 11.48%, until such time as the Department approves a different pre-tax WACC, plus a carrying charge on the unrecovered deficit, also at the pre-tax WACC, through the recovery period.

The Storm Recovery Adjustment Factor shall be a uniform per kilowatt-hour factor based on the estimated kilowatt-hours defined as the forecasted amount of electricity, as measured in kilowatt-hours, to be delivered by the Company to its retail delivery service customers over the sixty (60) months the factor is to be applied to customers' bills.

For billing purposes, the Storm Recovery Adjustment Factor will be included with the distribution kWh charge on customer's bills.

The provisions of this tariff will terminate December 31, 2014. The Company shall reconcile revenue billed through the Storm Recovery Adjustment Factor and the amount subject to recovery and shall file with the Department by March 1, 2015 the results of its recovery. The disposition of any remaining balance will be subject to Department review and approval.

This provision is applicable to all Retail Delivery Service tariffs of the Company. The operation of this Storm Recovery Factor Provision is subject to Chapter 164 of the General Laws.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The Company's rates for Retail Delivery Service are subject to adjustment to recover the discount provided to customers receiving retail delivery service under Residential Low Income Rate R-2 and the incremental costs associated with the operation of the Company's Arrearage Management Program ("AMP") offered to qualifying customers pursuant to the Department of Public Utilities' ("Department") orders in D.T.E. 01-106-C, D.T.E. 05-86, D.P.U 08-4 and any other such orders that the Department may issue from time to time regarding assistance provided to low income customers.

On an annual basis, the Company shall estimate the discount to be provided to Rate R-2 customers. The estimated discount will be twenty-five (25) percent of the forecasted Rate R-2 monthly billing units multiplied by the Rate R-2 ("Rate R-1") customer charge and the sum of the retail delivery and Basic Service energy charges in effect during the period. In addition, the Company shall estimate annual incremental costs associated with the operation of its AMP. This estimate of the discount and incremental costs shall be used to determine the amount to be reflected on a per kilowatt-hour basis in retail delivery service rates on a prospective basis. Such per kWh charge is referred to as the Residential Assistance Adjustment Factor ("RAAF").

The estimated annual incremental costs associated with the operation of the AMP shall include arrears balances forgiven by the Company, retroactive bill credits provided to customers originally billed on Rate R-1 but who would have qualified and continue to qualify for Rate R-2 as substantiated by Community Action Program ("CAP") agencies, and CAP agencies' program support costs billed to the Company by the CAPs.

The revenue billed through the Residential Assistance Adjustment Factor shall be subject to reconciliation against the actual discount provided and incremental costs associated with the AMP during the twelve month period for which the Residential Assistance Adjustment Factor is applicable, and any over- or under-recovery of the actual discount provided and incremental costs associated with the AMP shall be reflected in a subsequent Residential Assistance Adjustment Factor. The actual revenue billed through the Residential Assistance Adjustment Factor shall be calculated as the Residential Assistance Adjustment Factor in effect multiplied by the kWh deliveries subject to the Residential Assistance Adjustment Factor.

For purposes of the above reconciliations, the Company shall accumulate the actual discounts provided to Rate R-2 customers, the incremental costs associated with the AMP, and the revenue billed under the RAAF and shall accrue interest on the difference between these amounts at the Prime rate on a monthly basis.

Should any balance remain outstanding subsequent to the recovery of the increased discount and incremental costs associated with the AMP and estimated costs as described above,

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Issued by:
Thomas B. King
President

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MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

the Company shall reflect as an adjustment in the current period the amount of the outstanding balance.

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Department setting forth the amount of the increase or decrease and the new RAAF amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Department may authorize.

This provision is applicable to all Retail Delivery Service rates of the Company. The operation of this Residential Assistance Adjustment clause is subject to Chapter 164 of the General Laws.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
TRANSMISSION SERVICE COST ADJUSTMENT PROVISION

The Transmission Service Cost Adjustment shall collect from customers taking transmission service under the Company's rates the transmission costs billed to the Company by New England Power Company, any other transmission provider, the New England Power Pool, a regional transmission group, an independent system operator or any other entity that is authorized to bill the Company directly for transmission services¹. The transmission service cost adjustment shall be calculated separately for each of the Company's rate classes and shall be an uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking transmission service under each of the Company's rates. The factor shall be established annually based on a forecast of transmission costs, and shall include a full reconciliation and adjustment for any over- or under-recoveries occurring under the prior year's adjustment. The Company may file to change the factor adjustments at any time should significant over- or under-recoveries occur.

Any adjustment of the Transmission Service Cost Adjustment factors shall be in accordance with a notice filed with the Department of Public Utilities (the Department) setting forth the amount of the increase or decrease, and the new Transmission Service Cost Adjustment amounts for each rate class. The notice shall further specify the effective date of such adjustments, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Department may authorize.

The operation of this Transmission Service Cost Adjustment clause is subject to Chapter 164 of the General Laws.

¹ Hereinafter, "Transmission Provider" shall refer to these entities.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
TRANSITION COST ADJUSTMENT PROVISION

The transition charges included in the Company's delivery service rates are designed to reflect a 2.8¢ per kilowatt-hour contract termination charge billed to the Company by New England Power Company ("NEP"). The Transition Cost Adjustment shall be applied to adjust the amount of the transition charges included in base rates to reflect changes from the 2.8¢ per kilowatt-hour contract termination charge billed by NEP. The Transition Cost Adjustment shall change each time that the contract termination charge that NEP bills to the Company changes and the adjustment shall include, for each of the Company's rate classes, a full reconciliation and credit or collection of any over or under recoveries, together with interest at the rate applied for interest on customer deposits, occurring during prior periods attributable to such rate class.

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Department of Public Utilities ("Department") setting forth the amount of the increase or decrease and the new Transition Cost Adjustment amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Department may authorize.

The operation of this Transition Cost Adjustment provision is subject to Chapter 164 of the General Laws.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

OPTIONAL ENHANCED METERING SERVICE

Availability of Service

Enhanced metering service under this provision is available to customers receiving metered retail delivery service from Massachusetts Electric Company (“Mass. Electric” or “the Company”). Customers who currently receive unmetered retail delivery service must request metered retail delivery service from the Company in accordance with the Company’s Terms and Conditions for Distribution Service. The availability of these services will be subject to the Company’s ability to render such service.

Service Option 1: Complete Service

Under this service option, the Company will provide equipment at the customer's facility which will allow for periodic readings of the customer's load through telephone lines. The Company will install, own and maintain the equipment in service. The customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. Mass. Electric will store load information on the meter for a period of 35 days and will read the meters daily.

Fees for Service Option 1:

The customer has the choice of initial lump sum payment or a monthly fee.

Retail Delivery Service

<u>Under Mass. Electric’s</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Tariff	\$6.30	\$272.25
General Service Tariff	\$7.71	\$333.31

Service Option 2: Modem Service

Customers who wish to connect their own metering equipment or equipment provided by their authorized representative to the Company's meter may elect this option. Mass. Electric will provide a pulse interface device through which the customer can access meter data. The customer, or its representative, must purchase, own and maintain a modem-equipped recording device in order to access meter pulses.

Fees for Service Option 2:

The customer has the choice of initial lump sum payment or a monthly fee.

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Thomas B. King
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MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

OPTIONAL ENHANCED METERING SERVICE

<u>Retail Delivery Service</u> <u>Under Mass. Electric's</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Tariff	\$3.97	\$171.38
General Service Tariff	\$3.87	\$167.44

Terms and Conditions

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

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
OPTIONAL INTERVAL DATA SERVICE

Availability of Service

Service is available under this tariff for customers receiving service under Massachusetts Electric Company's ("Mass. Electric" or "the Company") Optional Enhanced Metering Service, M.D.P.U. No. 1170, and customers receiving metered retail delivery service from Mass. Electric who have a Company-owned interval data recorder ("IDR") installed at their facilities.

Fees:

Under this provision, the fees for this service will vary depending upon the number of accounts and frequency of requests for interval data. Access is available to the customer or its authorized agent.

One-Time Request for Interval Data:

Initial request covering a single calendar year	No Charge
Subsequent request within same calendar year	
Single retail delivery service account	\$83.00
Additional retail delivery service account requested at same time	\$6.41 per account

Fees will be prorated for customer requests which include interval data which has been provided previously in response to an earlier request for data service.

Subscription Service for Interval Data over the Internet:

The Company may offer subscriptions to eligible customers for access to interval data through an Internet account which is available for the customer's use. Annual fees for this service are provided below. The minimum contract length is one year. The availability of this service will be subject to the Company's ability to render such service.

Single retail delivery service account	\$154.00 annually
Additional retail delivery service account requested at the same time	\$76.89 per account, annually

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
OPTIONAL INTERVAL DATA SERVICE

Terms and Conditions

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

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

OFF CYCLE METER READ FOR SWITCH OF SUPPLIER

Availability of Service

An Off Cycle Meter Read under this provision is available to customers receiving metered retail delivery service from Massachusetts Electric Company (“Mass. Electric”) or Nantucket Electric Company (“Nantucket Electric”) (together “the Company”) under the Company’s Rate G-3, General Service Time-of-Use tariff. Customers who receive unmetered retail delivery service must request metered retail delivery service in accordance with the Company’s Terms and Conditions for Distribution Service. The availability of this service will be subject to the Company’s ability to render such service.

Description of Service

A Customer requesting an Off Cycle Meter Read agrees to pay the Off Cycle Meter Read Charge included in this provision. An Off Cycle Meter Read will be performed by the Company at the request of the Customer to facilitate the transfer of generation service between the Company-supplied Basic Service and Competitive Supplier generation service. There will be a separate Off Cycle Meter Read Charge for a Customer who is telemetered and for a Customer who is non-telemetered. The Company will assess an Off Cycle Meter Read Charge for each off cycle meter read performed at a Customer’s service location.

Schedule of Charges

The Off Cycle Meter Read Charge is as follows:

Telemetered Customer	\$84.00
Non-telemetered Customer	\$115.00

Terms and Conditions

The Company’s Terms and Conditions for Distribution Service in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this tariff.

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

LOAD RESPONSE PROGRAM PROVISION

AVAILABILITY

The Load Response Program (“LRP”) Provision is available only to Customers receiving retail delivery service under the Company’s General Service Rates G-2 and G-3 that:

- (1) have a demand of 10 kW or greater;
- (2) are capable of either (i) curtailing a minimum of 100 KW for an individual account, or (ii) curtailing a minimum of 100 KW for a group of accounts of the same customer;
- (3) are available for interruption between the hours specified by the Independent System Operator – New England (“ISO-NE”) in its then-effective load response program(s) on all non-holiday weekdays;
- (4) have hourly load metering in place; and
- (5) are not participating in another load curtailment program of a supplier or other party.

The Load Response Program(s) sponsored by ISO-NE form the basis of the Company’s LRP Provision. These Load Response Programs may change from time-to-time, and all programs shall be provided for under this provision.

Each LRP participant must execute a Load Response Program Agreement (“Agreement”) for the applicable ISO-NE Load Response Program in which the participant is enrolled, subject to Company approval, which sets forth the Customer’s specific program requirements. Copies of the Agreements for ISO-NE-sponsored programs are available upon request.

RESPONSIBILITIES OF THE CUSTOMER AND THE COMPANY

The Customer shall interrupt load and abide by the requirements set forth by rules that may be established by ISO-NE for load curtailment as proscribed by its Load Response Program(s) (“Load Curtailment Rules”) as in effect, and the Company shall provide the credits for load interrupted in accordance with the terms of the appropriate Agreement in effect at the time.

PAYMENTS TO CUSTOMERS

The Company will make payments to the Customer in accordance with the terms of the applicable Agreement governing the ISO-NE Load Response Program in which the Customer is participating. Payments will be provided to the Customer as a credit on the Customer’s bill in accordance with the terms of the applicable Agreement.

Effective: May 1, 2002

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

LOAD RESPONSE PROGRAM PROVISION

AVAILABILITY

The Load Response Program (“LRP”) Provision is available only to Customers receiving retail delivery service under the Company’s General Service Rates G-2 and G-3 that:

- (1) have a demand of 10 kW or greater;
- (2) are capable of either (i) curtailing a minimum of 100 KW for an individual account, or (ii) curtailing a minimum of 100 KW for a group of accounts of the same customer;
- (3) are available for interruption between the hours specified by the Independent System Operator – New England (“ISO-NE”) in its then-effective load response program(s) on all non-holiday weekdays;
- (4) have hourly load metering in place; and
- (5) are not participating in another load curtailment program of a supplier or other party.

The Load Response Program(s) sponsored by ISO-NE form the basis of the Company’s LRP Provision. These Load Response Programs may change from time-to-time, and all programs shall be provided for under this provision.

Each LRP participant must execute a Load Response Program Agreement (“Agreement”) for the applicable ISO-NE Load Response Program in which the participant is enrolled, subject to Company approval, which sets forth the Customer’s specific program requirements. Copies of the Agreements for ISO-NE-sponsored programs are available upon request.

RESPONSIBILITIES OF THE CUSTOMER AND THE COMPANY

The Customer shall interrupt load and abide by the requirements set forth by rules that may be established by ISO-NE for load curtailment as proscribed by its Load Response Program(s) (“Load Curtailment Rules”) as in effect, and the Company shall provide the credits for load interrupted in accordance with the terms of the appropriate Agreement in effect at the time.

PAYMENTS TO CUSTOMERS

The Company will make payments to the Customer in accordance with the terms of the applicable Agreement governing the ISO-NE Load Response Program in which the Customer is participating. Payments will be provided to the Customer as a credit on the Customer’s bill in accordance with the terms of the applicable Agreement.

Effective: May 1, 2002

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

SECOND FEEDER SERVICE PROVISION

AVAILABILITY

Second Feeder Service is available upon request of any Customer served under the Company's Time-of-Use Rate G-3, provided that the Company agrees that such service can be feasibly and economically provided by the Company.

Second Feeder Service is the reservation of capacity on a second feeder in order to provide the capability of automatic transfer of the Customer's total load from a primary feeder to an alternate second feeder. This automatic transfer will result in typical switching times of 10 to 15 seconds.

The reservation of capacity may entail the construction of a second distribution line or the enhancement to an existing distribution line from a Company substation in order to serve the Customer's facility, including the installation of automatic switching gear that allows service from the main feeder serving the Customer to be switched to the second feeder in case of an outage of the main feeder.

Customers may take partial service from both feeders concurrently. In these instances, feeders will be designated primary service and second service.

The provision of Second Feeder Service is subject to the continued approval of the Department of Public Utilities.

TERMS AND CONDITIONS

If Second Feeder Service is requested by the Customer, the Customer is obligated to pay the costs of an engineering study, together with appropriate income taxes associated with the payment for such engineering study, prior to the commencement of the study, if one is necessary to determine whether service from a second feeder can be provided by the Company, regardless of whether such second feeder service is actually provided. If the construction or installation of new facilities is necessary to provide Second Feeder Service, the Customer's payment for the engineering study will be included with the anticipated revenue credit and both will be applied against the costs of such construction or installation, including the cost of the engineering study, subject to the Company's Construction Advance Policy, as defined in the Company's Terms and Conditions for Distribution Service, Policy 3.

The Company and the Customer must enter into a written agreement identifying: (i) the quantity of the requested Second Feeder Capacity Reservation, measured in kW, to be provided by the Company through its distribution system; (ii) the equipment to be provided by the Company; and (iii) the term of the agreement. The agreement will remain in effect while automatic switching capability is in operation. The Company reserves the right to remove or disable any automatic switching capability equipment upon

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termination of the agreement.

The Company's Construction Advance Policy shall apply to determine any advance contribution by the Customer, using an estimate of revenues based upon the Monthly Second Feeder Charge described below.

The Company reserves the right to interrupt feeder service for maintenance activities or when necessary for operational or emergency reasons.

Where appropriate, the Customer will be required to maintain appropriate load balancing as determined by the Company.

The Company does not guarantee a higher level of service reliability through the availability of Second Feeder Service. However, no other customer's service reliability shall be materially compromised as a result of providing Second Feeder Service.

The Company shall notify the Department of Public Utilities when Customers enroll in Second Feeder Service. The Company shall also report annually information regarding all locations receiving Second Feeder Service under this provision. Pursuant to Mass. Gen. Laws c. 25, § 5D, the Company shall request that all information provided to the Department be treated confidentially.

The Company's Terms and Conditions, where not inconsistent with any specific provisions hereof, are a part of this policy.

MONTHLY SECOND FEEDER CHARGE

The Monthly Second Feeder Charge shall be set at the rate per kW established for purposes of determining the Credit for High Voltage Delivery for customers taking delivery service at 115 kV applicable under the Company's Time-of-Use Rate G-3, multiplied by the Customer's Second Feeder Capacity Reservation as specified in the Agreement between the Company and the Customer. If the Customer's second feeder requires an additional transformer, there will be an additional charge set at the rate per kW stated under the Credit for High Voltage Delivery applicable to transformation costs under Time-of-Use Rate G-3.

Notwithstanding the foregoing, if the Customer's actual billing demand, as defined by the Company's Time-of-Use Rate G-3 and Terms and Conditions, exceeds the Second Feeder Capacity Reservation, such reservation will be re-set at the actual billing demand for that month and for subsequent months unless superseded by a higher actual billing demand. To the extent the construction or installation

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of new facilities is required in order to provide Second Feeder Service at the re-set Second Feeder Capacity Reservation level, such construction or installation also shall be subject to the Company's Construction Advance Policy.

Additionally, if a Customer's Second Feeder Capacity Reservation requirement decreases over time or due to changes in business requirements falls below the Customer's original Second Feeder Capacity Reservation, the Company will make adjustments to the Second Feeder Capacity Reservation applicable to the Customer. The Customer must provide the Company a written request to have the Second Feeder Capacity Reservation for each month lowered below the original contracted Second Feeder Capacity Reservation. The new Second Feeder Capacity Reservation will be based upon the actual billing demand of the latest month, beginning with the next month after such request, provided that the Customer has been receiving Second Feeder Service for a minimum period of five (5) years. For requests to decrease the Second Feeder Capacity Reservation prior to the end of the initial five year term of Second Feeder Service, the Company will charge the Customer the highest actual billing demand for eleven (11) additional months, or until the end of the initial five year term, whichever occurs first. The Company will review the equipment necessary to supply Second Feeder Service at the lower Second Feeder Capacity Reservation. The Customer agrees to reimburse the Company for any costs incurred to appropriately alter the Second Feeder switchgear and equipment to provide Second Feeder Service at the lower Second Feeder Capacity Reservation.

However, once the Customer's Second Feeder Capacity Reservation has been adjusted to the lower, requested level in accordance with the preceding paragraph, the Customer agrees to not exceed that capacity level. If the Customer's actual billing demand exceeds the Customer's new Second Feeder Capacity Reservation, the Customer agrees to pay the difference between the actual billing demand and the new Second Feeder Capacity Reservation multiplied by the Monthly Second Feeder Charge as defined above, for the lesser of 24 months or the period of time since the Customer's new Second Feeder Capacity Reservation has been in effect. This amount will be billed by and shall be payable to the Company in a lump sum. Additionally, such reservation will be re-set at the actual billing demand for that month and for subsequent months unless superseded by a higher actual billing demand, in accordance with the provisions above. To the extent the construction or installation of new facilities is required in order to provide Second Feeder Service at the re-set Second Feeder Capacity Reservation level, such construction or installation also shall be subject to the Company's Construction Advance Policy.

METERING

The Company's existing metering equipment for electric delivery service to the Customer will remain in place in order to continue to bill the Customer's actual usage. If necessary, the Company will install metering equipment for Second Feeder Service for the purpose of metering and billing actual

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deliveries on the second feeder.

TERM OF SERVICE

Second Feeder Service is provided under this provision for a period of at least five (5) years. Customers may request, in writing, to terminate Second Feeder Service in accordance with the Second Feeder Service Agreement.

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ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The Company's rates for Retail Delivery Service are subject to adjustment to reflect recovery of assessments to the Company for costs incurred by the Attorney General of Massachusetts for experts or consultants that have been approved by the Department pursuant to Massachusetts General Laws c. 12, section 11E(b).

The Attorney General Consultant Expenses ("AGCE") Adjustment Factor shall be a uniform per kilowatt-hour factor based on the estimated kilowatt-hours to be delivered by the Company over the twelve months the factor is to be applied to customers' bills and shall be calculated as follows:

$$\text{AGCE Adj}_x = (\text{AGCE}_{x-1} + \text{PPRA}_{x-2}) \div \text{FkWh}_x, \text{ where}$$

x = The twelve month period during which the AGCE will be in effect;

AGCE Adj_x = The Attorney General Consultant Expenses Adjustment Factor for year x ;

AGCE_{x-1} = The Attorney General Consultant Expenses for year $x-1$, based on actual data;

PPRA_{x-2} = The Past Period Reconciliation Amount defined as the ending balance of the difference between (a) the AGCE for year $x-2$ and (b) the revenues collected through the AGCE Adj as approved by the Department for year $x-1$;

FkWh_x = The forecasted kWh for year x , defined as the forecasted amount of electricity to be delivered to the Company's retail delivery customers.

For billing purposes, the AGCE Adjustment Factor will be included with the distribution kWh charge on customers' bills.

The Company shall file its AGCE Adjustment Factor annually on or around January 15. The effective date for any changes to the AGCE Adjustment Factor shall be March 1, or as otherwise approved by the Department.

This provision is applicable to all Retail Delivery Service tariffs of the Company. The operation of this AGCE Provision is subject to Chapter 164 of the General Laws.

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may have a generating capacity of more than one megawatt but less than or equal to two megawatts per unit.

Customer means any person, partnership, corporation, or any other entity, whether public or private, who obtains distribution service at a customer delivery point and who is a customer of record of the Distribution Company for its own electricity consumption.

Distribution Company means Massachusetts Electric Company and Nantucket Electric Company, as applicable.

Host Customer means a Customer with a Class I, II, or III Net Metering Facility or Neighborhood Net Metering Facility that generates electricity on the Customer's side of the meter.

Interconnection Tariff means the Distribution Company's Standards for Interconnecting Distributed Generation, M.D.P.U. No. 1176.

ISO-NE means ISO New England Inc., the independent system operator for New England, or its successor, authorized by the Federal Energy Regulatory Commission to operate the New England bulk power system and administer New England's organized wholesale electricity market pursuant to the ISO-NE Tariff and operation agreements with transmission owners.

Neighborhood means a geographic area within a municipality, subject to the right of the Department to grant exceptions pursuant to 220 CMR 18.09(6), that:

- (a) is recognized by the residents as including a unique community of interests;
- (b) falls within the service territory of the Distribution Company and within a single ISO-NE load zone; and
- (c) may encompass residential, commercial, and undeveloped properties.

Neighborhood Net Metering Facility means a Class I, II, or III Net Metering Facility that:

- (a) is owned by, or serves the energy needs of, a group of ten or more residential Customers that reside in a single Neighborhood and are served by a single Distribution Company;
- (b) may also be owned by, or serve the energy needs of, other Customers who reside in the same Neighborhood and are served by the same Distribution Company as the residential Customers that own or are served by the facility; and

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- (c) is located within the same Neighborhood as the Customers that own or are served by the facility.

Net Metering means the process of measuring the difference between electricity delivered by a Distribution Company and electricity generated by a Class I, Class II, Class III or Neighborhood Net Metering Facility and fed back to the Distribution Company.

Net Metering Credit means the monetary value of the excess electricity generated by a net metering facility, calculated pursuant to Section 1.06, below.

Renewable Energy means energy generated from any source that qualifies as a Class I or Class II Renewable Energy generating source under M.G.L. c. 25A, § 11F; provided, however, that after conducting administrative proceedings, the Department of Energy Resources, in consultation with the Department of Agricultural Resources, may add technologies or technology categories.

Solar Net Metering Facility means a facility for the production of electrical energy that uses sunlight to generate electricity and is interconnected to the Distribution Company.

Wind Net Metering Facility means a facility for the production of electrical energy that uses wind to generate electricity and is interconnected to the Distribution Company.

Section 1.02 Interconnection

Interconnection of net metering facilities is governed by the terms of the Distribution Company's Interconnection Tariff, which sets forth the following information for net metering services:

- (a) Application procedures;
- (b) Information necessary for requests;
- (c) Metering and technical requirements; and
- (d) Termination and suspension provisions.

The Customer shall indicate its request for net metering on its application pursuant to the Interconnection Tariff.

Section 1.03 Metering and Reporting of Generation

1. Host Customers with a Class II or III Net Metering Facility shall install at the Host Customer's expense revenue-grade meters to measure the generator's kilowatt-hour ("kWh") output. Unless otherwise agreed in writing with the Distribution Company, the

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entity, the Distribution Company shall calculate for each Billing Period a Net Metering Credit equal to the product of the:

- (a) excess kWh, by time-of-use if applicable; and
 - (b) sum of the following Distribution Company charges applicable to the rate class under which the Host Customer takes service:
 - (i) the default service kWh charge (in the ISO-NE load zone where the Host Customer is located);
 - (ii) the distribution kWh charge;
 - (iii) the transmission kWh charge; and
 - (iv) the transition kWh charge.
2. For a Class I Net Metering Facility other than a Class I Wind Net Metering Facility, Class I Agricultural Net Metering Facility, or a Class I Solar Net Metering Facility, the Distribution Company shall calculate a Net Metering Credit for each Billing Period as the product of the:
- (a) excess kWh, by time-of-use if applicable; and
 - (b) average monthly clearing price at the ISO-NE.
3. For a Neighborhood Net Metering Facility or a Class III Net Metering Facility where the Host Customer is not a municipality or governmental entity, the Distribution Company shall calculate a Net Metering Credit for each Billing Period as the product of the:
- (a) excess kWh, by time-of-use if applicable; and
 - (b) sum of the following Distribution Company charges applicable to the rate class under which the Host Customer takes service:
 - (i) the default service kWh charge (in the ISO-NE load zone where the Host Customer is located);
 - (ii) the transmission kWh charge; and
 - (iii) the transition kWh charge.

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4. The calculation of Net Metering Credits under this section shall not include the demand side management and renewable energy kWh charges set forth in M.G.L. c. 25, §§ 19-20.
5. For any Billing Period for which the Distribution Company calculates a Net Metering Credit for a Host Customer, the Distribution Company shall apply the Net Metering Credit to the Host Customer's account, unless the Host Customer provides otherwise pursuant to Section 1.07. The Distribution Company shall carry forward, from Billing Period to Billing Period, any remaining Net Metering Credit balance.

Section 1.07 Allocation of Net Metering Credits

1. For a Class I or II Wind Net Metering Facility, Solar Net Metering Facility, or Agricultural Net Metering Facility; Class III Net Metering Facility; or Neighborhood Net Metering Facility, the Distribution Company shall allocate Net Metering Credits, as designated in writing by the Host Customer, to other Customers who are in the Distribution Company's service territory and are located in the same ISO-NE load zone.
2. For a Neighborhood Net Metering Facility, the Distribution Company may only allocate Net Metering Credits to residential or other Customers who reside in the same Neighborhood in which the Neighborhood Net Metering Facility is located and have an ownership interest in, or are served by, the Neighborhood Net Metering Facility.
3. For any Billing Period that a Host Customer earns Net Metering Credits, the Distribution Company shall allocate Net Metering Credits by applying them to a designated Customer's account. The Distribution Company shall carry forward, from Billing Period to Billing Period, any remaining Net Metering Credit balance.
4. For a Class III Net Metering Facility, the Distribution Company may elect to purchase Net Metering Credits from the Host Customer, rather than allocating such Credits. The Distribution Company must provide written notice to the Host Customer of its election to either purchase or allocate Net Metering Credits within 30 days of the Host Customer's request for Net Metering Services. For Net Metering Credits purchased under this provision, the Distribution Company will make payment by issuing a check to the Host Customer each Billing Period, unless otherwise agreed in writing with the Host Customer. In addition, the Distribution Company shall continue to purchase such credits for so long as the Host Customer takes service under this tariff or as mutually agreed in writing by the Distribution Company and the Host Customer.
5. The Distribution Company is responsible for accurately allocating Net Metering Credits consistent with a Host Customer's written designation in Schedule Z to the Distribution Company's Interconnection Tariff.

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Section 1.08 Net Metering Recovery Surcharge

The charges listed below are non-bypassable and shall be applied to all kWh delivered by the Distribution Company to a Customer. The operation of the Net Metering Recovery Surcharge (“NMRS”) is subject to all powers of suspension and investigation vested in the Department.

1) Rates

The purpose of the NMRS is to recover the Net Metering Credits applied to Customers and the non-reconciling distribution portion of revenue displaced by Customers who have installed on-site generation facilities in accordance with G.L. c. 164, §§ 138 and 139. This surcharge provides the Distribution Company with a mechanism to recover such Credits and displaced revenue, and to reconcile actual NMRS revenue amounts recovered from customers with actual recoverable amounts.

2) Applicability of NMRS

The NMRS shall be applicable to all firm distribution of electricity, as measured in kWh, delivered by the Distribution Company. Although the NMRS is a separate surcharge, it may be included in the Distribution Company’s Distribution Charge for billing purposes.

3) Effective Date of Annual Surcharge

The date on which the annual NMRS becomes effective shall be the first day of each calendar year, unless otherwise ordered by the Department. The Distribution Company shall submit NMRS filings as outlined in Section 1.08(6) of this tariff at least 30 days before the NMRS is proposed to take effect.

4) NMRS Formula

$$\text{NMRS}_x = (\text{NMC}_{x-1} + \text{DDR}_{x-1} + \text{PPRA}_{x-2}) / \text{FkWh}_x,$$

where

x = The year over which the surcharge applies;

NMRS_x = The Net Metering Recovery Surcharge for year x ;

NMC_{x-1} = The Net Metering Credits for year $x-1$, based on actual data where available and estimated for the period where actual data is unavailable;

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DDR_{x-1} = The non-reconciling distribution portion of revenue displaced, as defined in Section 1.08(5), by net metering facilities for year x-1, based on actual data where available and estimated for the period where actual data is unavailable;

$PPRA_{x-2}$ = The Past Period Reconciliation Amount defined as the ending balance including interest, calculated on the average monthly reconciling balance using the customer deposit rate as outlined in 220 C.M.R. 26.09, of the difference between (a) the sum of the NMC and DDR based on actual data for year x-2 and (b) the revenues collected through the NMRS as approved by the Department for year x-1, based on actual data where available and estimated for the period where actual data is unavailable;

$FkWh_x$ = The Forecasted kWh for year x, defined as the forecasted amount of electricity to be distributed to the Distribution Company's distribution customers.

5) Determination of Revenue Displaced by Net Metering Facilities

- a) The revenue displaced by net metering facilities is the non-reconciling distribution revenue associated with the displaced kWh. The quantity of displaced kWh is equal to the kWh generated by the net metering facility minus the excess kWh, if any, delivered to the Distribution Company's distribution system. The kWh generated by the net metering facility shall be determined by:
 - i) actual metering of the kWh output of the generating facility; or
 - ii) estimating the kWh output of a generating facility when actual metering is not feasible.
- b) In determining DDR, the Distribution Company shall use actual metered data for those Host Customers with Class II and III Net Metering Facilities and for those Host Customers with a Class I Net Metering Facility when such data is available.
- c) In determining DDR, the Distribution Company shall estimate the generator kWh output for those Host Customers that do not have actual metered data for the output of their Class I Net Metering Facility. These estimates will be based upon available monthly capacity factor information associated with the size and type of net metering facility installed, or as otherwise specified below. Such information shall be obtained from publicly available sources such as ISO-NE, the

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Massachusetts Renewable Energy Trust and weather data outlets as determined by the Distribution Company and subject to Department review and approval.

- i) For Class I Solar Net Metering Facilities, the estimate shall come directly from the generation information of the Solar Net Metering Facility's inverter if available. If no data is available to the Distribution Company, the estimate shall be calculated on a case-by-case basis with the best available data.
- ii) For Class I Wind Net Metering Facilities:
 - (1) the estimate shall come directly from the generation information of the Wind Net Metering Facility's meter, inverter, or other generator system if available; or
 - (2) if generation information is not available, or no data is provided, the estimate shall be calculated on a case-by-case basis with the best available data.
- iii) For all non-wind and non-solar Class I Net Metering Facilities, the estimate shall be calculated on a case-by-case basis with the best available data.

6) Information Required to be Filed with the Department

Information pertaining to the annual NMRS shall be filed with the Department at least thirty (30) days before the date on which a new NMRS is requested to be effective. Such filing shall include preliminary reconciliation data for the year in which the filing is made, with final reconciliation amounts to be submitted the subsequent year. The reconciliation data will reflect detailed accounting of distribution Net Metering Credits paid to customers and displaced distribution revenue resulting from net metering facilities. This information will be submitted with each annual NMRS filing, along with complete documentation of the reconciliation-adjustment calculations.

7) Customer Notification

The Distribution Company will notify Customers in simple terms of changes to the NMRS, including the nature of the change and the manner in which the NMRS is applied to the bill. In the absence of a standard format, the Distribution Company will submit this notice for approval at the time of each NMRS filing. Upon approval by the Department, the Distribution Company must immediately distribute these notices to all of its Customers either through direct mail or with its bills.

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Section 1.11 Dispute Resolution

The Dispute Resolution provisions included in the Distribution Company's Interconnection Tariff in Section 9.0 shall be available for the purpose of resolving disputes related to the operation of this tariff between the Distribution Company and Host Customers, including whether the Distribution Company has accurately allocated Net Metering Credits consistent with a Host Customer's written designation in Schedule Z to the Distribution Company's Interconnection Tariff. The Distribution Company shall not be responsible for resolving disputes between the Host Customer and those Customers to whom the Host Customer is allocating Net Metering Credits.

Effective: December 1, 2009

MASSACHUSETTS ELECTRIC COMPANY
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QUALIFYING FACILITY POWER PURCHASE RATE P

1. Availability

The Company will purchase electricity from any small power producer or cogenerator that meet the criteria specified by the Federal Energy Regulatory Commission (“FERC”) (“Qualifying Facility” or “QF”), or any plant or equipment that is used to produce, manufacture, or otherwise generate electricity with a design capacity of 60 kW or less that is not a transmission facility (“On-Site Generating Facility” or “OSGF”), as defined in 220 CMR 8.02, in accordance with the provisions below.

2. Terms and Conditions

Any QF or OSGF that desires to sell electricity to the Company must provide the Company with up to 90 days prior written notice. Once a QF has submitted an offer to sell generation output to the Company, the Company must respond to the offer within thirty days of receipt of the offer.

At the time of notification, the QF or OSGF shall provide the Company with the following information:

- a. The name and address of the applicant and location of the QF or OSGF.
- b. A brief description of the QF or OSGF, including a statement indicating whether such facility is a small power production facility, a cogeneration facility, or an OSGF.
- c. The primary energy source used or to be used by the QF or OSGF.
- d. The power production capacity of the QF or OSGF and the maximum net energy to be delivered to the utility’s facilities at any clock hour.
- e. The owners of the QF or OSGF including the percentage of ownership by any electric utility or by any public utility holding company, or by any entity owned by either.
- f. The expected date of installation and the anticipated on-line date.
- g. The anticipated method of delivering power to the Company.
- h. A description of any power conditioning equipment to be located between the QF or OSGF and the Company’s system.
- i. A description of the type of generator used in the installation of the QF or OSGF (synchronous, induction, photovoltaic, etc.).
- j. The method of payment (bill credit or check or money order) requested, as described in Paragraph 5 in this tariff.

Such notice shall be sent to:

Manager, Distribution Energy Services
National Grid USA Service Company, Inc.
55 Bearfoot Road
Northboro, MA 01532

Upon such receipt, the QF or OSGF and the Company shall execute the standard purchase power agreement setting forth the terms of the sale, a form of which is attached in Schedule A, or a negotiated agreement, as provided in 220 C.M.R. 8.03(1)(b)2.

In addition, the QF or OSGF must follow the terms and conditions set forth in the Company's Interconnection Requirements Document, including the execution of an interconnection agreement with the Company.

In accordance with 220 CMR 8.03 (2)(a), a QF shall comply with any and all applicable NEPOOL and ISO information requests, rules, and requirements that are necessary for the QF's generation output to be sold to the NEPOOL Power Exchange by the Company. The QF shall provide such information to the Company in a timely manner.

In accordance with 220 CMR 8.03 (2)(b), in the event that a fine, penalty, or sanction is levied on the Company by NEPOOL or the ISO as a result of the QF's failure to comply with a NEPOOL or ISO information request, rule, or requirement, then the QF shall be responsible for the costs of such fines, penalties or sanctions imposed by NEPOOL or the ISO on the Company.

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 tariff.

3. Purchase Rates

Rates for QFs Greater than 1 MW

QFs that have a design capacity of 1 MW or greater shall have their output metered and purchased at rates equal to the payments received by the Company from the ISO power exchange for such output for the hours in which the QF generated electricity in excess of its requirements.

Rates for QFs Greater than 60 kW but less than 1 MW

QFs with a design capacity greater than 60 kW but less than 1 MW shall, at their discretion, have (1) their output metered and purchased at rates equal to the arithmetic average of the Short Run Energy rate in the prior calendar month for the kWh generated in excess of the customer's requirements or (2) their output metered and purchased at rates equal to the payments received by the Company from the ISO power exchange for such output for the hours in which the QF generated electricity in excess of its requirements. If a QF elects option (2) hereunder, the Company shall request a waiver of 220 CMR 8.05(2)(b) from the Department of Telecommunications and Energy in order for the QF to use this option.

Rates for QFs of 60 kW or less and OSGFs

QFs with a design capacity of 60 kW or less and OSGFs shall have the option to use a net metering method or have their output metered and purchased at rates equal to the arithmetic average of the Short-Run Energy rate in the prior calendar month for the kWh which the QF generated electricity in excess of its requirements. QFs and OSGFs may elect net metering

only in those instances where the generation serves the load at the same physical location as the QF or OSGF.

QFs and OSGFs that elect to use net metering will receive a credit equal to the arithmetic average of the Short-Run Energy rate in the prior calendar month for any month during which there was a positive net difference between kWh generated and consumed.

4. Rate for Other Electrical Services

In accordance with the provisions of 220 CMR 8.06(1), the Company shall, upon request by a Qualifying Facility or On-Site Generating Facility, supply to a Qualifying Facility or On-Site Generating Facility supplementary, back-up, maintenance, and interruptible power pursuant to 18 C.F.R. 292.305(b) under the rate schedules applicable to all customers for such service, regardless of whether they generate their own power.

In accordance with 220 CMR 8.06(2), where it is possible for a Qualifying Facility or On-Site Generating Facility to receive this service under the applicability clauses of more than one rate schedule, the Qualifying Facility or On-Site Generating Facility may choose the rate schedule under which it will be served.

5. Terms of Payment

In accordance with 220 CMR 8.04(9)(a), a Qualifying Facility or On-Site Generating Facility selling power to the Company may choose to receive a check from the Company as payment for power supplied or may have payment credited towards its bill from the Company. The QF or OSGF shall designate which option it prefers in writing to the Company at the time that it notifies Company that it wishes to sell electricity to Company. Unless the QF or OSGF otherwise elects in writing, the Company will render payment for all electricity purchased under the terms of this rate schedule by check or electronic funds transfer. The QF or OSGF may not change this election more frequently than once in any twelve-month period.

6. Interconnection Standards

In accordance with the provisions of 220 CMR 8.04(1), the Company's interconnection standards for Qualifying Facilities and On-Site Generating Facilities located within its service territory are set forth in the Company's Interconnection Requirements Document. These standards for interconnection and metering along with related agreements and costs shall apply to any Qualifying Facility and On-Site Generating Facility interconnection in the Company's service territory.

7. Metering

In accordance with 220 CMR 8.04(8), the Qualifying Facility or On-Site Generating Facility shall furnish and install the necessary meter socket and wiring in accordance with accepted electrical standards. The Company shall furnish, read, and maintain the metering equipment.

Metering Equipment Type:

- a) Qualifying Facilities with a design capacity of greater than 1 MW shall be required to install bi-directional, interval metering with remote access capability. Such remote access capability may include telemetering to the extent required by NEPOOL standards. Such meter shall be in compliance with NEPOOL standards and requirements for meters on generation resources. The interval-recording meter will be controlled, tested, maintained, and read by the Company. In addition, QFs which choose to have their output metered and purchased at rates equal to the payments received by the Company from the ISO power exchange for such output for the hours in which the QF generated electricity in excess of its requirements pursuant to Paragraph 3 hereunder shall also be required to purchase this metering equipment.
- b) Qualifying Facilities or On-Site Generating Facilities with a design capacity of 60 kW or less that do not elect to net meter and Qualifying Facilities which elect to have their output metered and purchased at rates equal to the arithmetic average of the Short Run Energy rate in the prior calendar month for the kWh generated in excess of the customer's requirements pursuant to Paragraph 3 hereunder shall use a metering system that can record sales to the Company. The default meter will be a bi-directional, non-interval meter without remote access.
- c) Qualifying Facilities or On-Site Generating Facilities with a design capacity of 60 kW or less that net meter shall use a standard service meter capable of running backwards.

Metering Equipment Ownership:

- a) In accordance with 220 CMR 8.04(8)(e), where the QF or OSGF elects to own the meter, the QF or OSGF shall pay the Company a monthly charge to cover meter maintenance and incremental reading and billing costs. These charges are as set forth in Schedule B.
- b) In accordance with 220 CMR 8.04(8)(f), where the QF or OSGF elects to have the Company own the meter, the QF or OSGF shall pay the Company a monthly charge which covers taxes, meter maintenance, incremental reading and billing costs, the allowable return on the invoice cost of the meter, and the depreciation of the meter. These charges are as set forth in Schedule B.

8. Interconnection and Metering Information

The Company's interconnection and metering requirements are set forth in the Company's Interconnection Requirements Document.

9. Short-Run Capacity or Reserves Payments

The Company shall make payments to a QF for capacity and/or reserves-related products if the sale is recognized by NEPOOL as a capacity and/or reserves-related product sale. The Company shall pay rates equal to the payments received for the sale of any capacity and/or reserves-related products associated with such QF output to the ISO power exchange.

10. Indemnification

The Qualifying Facility or On-Site Generating Facility shall defend, indemnify and hold the Company harmless from and against all claims for damage to the equipment of the QF, OSGF, or Company, as the case may be, or damage or injury to any person or property arising out of the use by the QF or OSGF, as the case may be, of generating equipment in parallel with the Company's own system.

12. 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 rate.

Effective Date: May 1, 2001

Schedule A

MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
QUALIFYING FACILITY POWER PURCHASE RATE P AGREEMENT

The Agreement is between _____, a Qualifying Facility (“QF”), or On-Site Generating Facility (“OSGF”), as defined in 220 CMR 8.02, and Massachusetts Electric Company (the “Company”) for energy purchases by the Company from the QF’s or OSGF’s facility located at _____, Massachusetts.

Agreement to Purchase under the P-Rate Tariff

Effective as of _____, the Company agrees to purchase electricity from the QF/OSGF and QF/OSGF agrees to sell electricity to the Company under the terms and conditions of the Company’s Qualifying Facility Power Purchase Rate P (“P-Rate”) as currently in effect or amended by the Company in the Company’s sole discretion. The QF/OSGF agrees to comply with the terms and conditions of the P-Rate tariff and associated policies of the Company that are on file with the Massachusetts Department of Telecommunications and Energy (the “Department”) as currently in effect or as modified, amended, or revised by the Company, and to pay any metering and interconnection costs required under such tariff and policies.

Payments for Energy

The Company will pay the QF/OSGF at the rates in effect at the time of delivery as provided for in the P-rate.

Notice

The Company or QF/OSGF may terminate this agreement on thirty (30) days written notice which includes a statement of reasons for such termination.

Agreed and Accepted

Date

Massachusetts Electric Company

Date

Schedule B – QF and OSGF Monthly Charges

Monthly Charges

Option 1 - Monthly Charges for QF/OSGF Meter Ownership Option

Monthly Charge for Incremental Costs of Meter Reading, Billing and Meter Maintenance:

Type of Meter	Reading & Billing (1)	Maintenance (2)	Total
Single phase non-TOU 0-60 KW	4.23	0.54	4.77
Single phase TOU 0-60 KW	4.23	3.77	8.00
Polyphase TOU (self-contained) 61-100 KW	4.23	8.73	12.96
Complex Polyphase TOU (transformer-rated) 100+ KW	4.23	note 1	note 1

Note 1: Maintenance fee based on average O&M charges for transmission and distribution equipment times the current gross installed cost of the equipment. Complex installations are estimated on a case by case basis.

Option 2 - Monthly Charges for Company Meter Ownership Option

Monthly Carrying Charges for Metering Equipment:

Type of Meter	Installed Cost	Monthly Carrying Charge Rate (3)	Monthly Carrying Charge	Reading, Billing & Maint Charge	Total Monthly Charge
Single phase non-TOU 0-60 KW	35.60	1.05%	0.37	4.77	5.14
Single phase TOU 0-60 KW	248.35	1.05%	2.61	8.00	10.67
Polyphase TOU (self-contained) 61-100 KW	574.35	1.05%	6.03	12.96	18.99
Complex Polyphase TOU (transformer-rated) 100+ KW	note 2	1.05%	note 2	note 2	note 2

Note 2: Charges for complex installations are determined on a case by case basis.

Schedule B – QF and OSGF Monthly Charges

1). Calculation of Meter Reading and Billing Cost

Total Meter Reading and Billing Cost (DPU 96-100 settlement)	\$47,141,649
Average number of Mass. Electric meters	927,677
Average annual cost per customer	\$50.82
Average monthly cost per customer	\$4.23

2.) Meter Maintenance Cost Calculation

Includes Metering O&M, Depreciation, Taxes other than Income and A&G Percentage 21.56%

Type of Meter	Installed Cost	Monthly O&M Rate	Monthly Charge
Single phase non-TOU 0-60KW	35.60	1.52%	0.54
Single phase TOU 0-60 KW	248.35	1.52%	3.77
Polyphase TOU (self-contained) 61-100 KW	574.35	1.52%	8.73
Complex Polyphase TOU (transformer-rated) 100+ KW	note 3	1.52%	note 3

Note 3: Charges for complex installations are determined on a case by case basis.

Installed Meter Costs

Type of Meter	Type	Life	Invoice Cost	Testing Cost	Installed Cost	Total Installed Cost
Single phase non-TOU 0-60KW	GE I70/S	30	23.70	0.00	11.90	35.60
Single phase TOU 0-60 KW	GE I70 TMR92	20	224.00	12.45	11.90	248.35
Polyphase TOU (self-contained) 61-100 KW	GE V64 TMR92	20	550.00	12.45	11.90	574.35
Complex Polyphase TOU (transformer-rated) 100+ KW	GE EV KRC901	20	760.00	29.90	note 4	note 4

Note 4: Complex installation costs depend on service characteristics and must be determined on a case by case basis.

3.) Monthly and Annual Carrying Charges for Interconnection Costs:	<u>Monthly</u>	<u>Annual</u>
Weighted Average Rate of Return (DPU 96-100)	0.77%	9.24%
Federal and State Income Tax	0.28	3.38
 Total Carrying Charge	 1.05%	 12.62%

Massachusetts Electric Company

Nantucket Electric Company

d/b/a National Grid

Standards for Interconnecting Distributed Generation

M.D.P.U. No 1176

Canceling M.D.T.E. No. 1116-A

Effective: December 1, 2009

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

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STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

1.0 Introduction

1.1 Applicability

This document (“Interconnection Tariff”) describes the process and requirements for an Interconnecting Customer to connect a power-generating facility to the Company’s Electric Power System (“Company EPS”), including discussion of technical and operating requirements, metering and billing options, and other matters, except as provided under the applicable ISO-NE tariff and/or under the Qualifying Facility regulations in 220 CMR 8.04.

The procedure for momentary paralleling to the Company EPS with back-up generation is described within Section 4.0 Interconnection Requirements.

If the Facility will always be isolated from the Company’s EPS, (i.e., it will never operate in parallel to the Company’s EPS), then this Interconnection Tariff does not apply.

1.2 Definitions

The following words and terms shall be understood to have the following meanings when used in this Interconnection Tariff:

Affected System: Any neighboring EPS not under the control of the Company (i.e., a municipal electric light company or other regulated utility).

Affiliate: A person or entity controlling, controlled by or under common control with a Party.

Anti-Islanding: Describes the ability of a Facility to avoid unintentional islanding through some form of active control technique.

Application: The notice (which will serve as the Notice of Intent to Interconnect under 220 C.M.R. §§ 8.0 et seq. when required) provided by the Interconnecting Customer to the Company in the form shown in Exhibits A and B, which initiates the interconnection process.

Area EPS: The Company EPS. This term is used in the Institute of Electrical and Electronics Engineers (IEEE) Standard 1547-2003, “IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems” (“IEEE Standard 1547-2003”).

Class I Net Metering Facility shall mean a plant or equipment that is used to produce, manufacture, or otherwise generate electricity and that is not a transmission facility and that has a design capacity of 60 kilowatts or less.

Class II Net Metering Facility shall mean an Agricultural Net Metering Facility, Solar Net Metering Facility, or Wind Net Metering Facility with a generating capacity of more than 60 kilowatts but less than or equal to one megawatt; provided, however, that a Class II Net Metering Facility owned or operated by a Customer which is a municipality or other governmental entity may have a generating capacity of more than 60 kilowatts but less than or equal to one megawatt per unit.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Class III Net Metering Facility shall mean an Agricultural Net Metering Facility, Solar Net Metering Facility, or Wind Net Metering Facility with a generating capacity of more than one megawatt but less than or equal to two megawatts; provided, however, that a Class III Net Metering Facility owned or operated by a Customer which is a municipality or other governmental entity may have a generating capacity of more than one megawatt but less than or equal to two megawatts per unit.

Company: Massachusetts Electric Company and Nantucket Electric Company, as applicable.

Company EPS: The electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

Customer: Company's retail customer; host site or premises, may be the same as Interconnecting Customer.

Department: The Massachusetts Department of Public Utilities.

Detailed Study: The final phase of engineering study, if necessary, conducted by the Company to determine substantial System Modifications to its EPS, resulting in project cost estimates for such modifications that will be required to provide the requested interconnection service.

DG: Distributed Generation.

DR: The Facility. This term is used in IEEE Standard 1547-2003.

Expedited Process: As described in Section 3.2, process steps for Listed Facilities from initial application to final written authorization, using a set of technical screens to determine grid impact.

Facility: A source of electricity owned and/or operated by the Interconnecting Customer that is located on the Customer's side of the PCC, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect to the Company EPS.

FERC: Federal Energy Regulatory Commission.

Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

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Impact Study: The engineering study conducted by the Company under the Standard Process to determine the scope of the required modifications to its EPS and/or the Facility to provide the requested interconnection service.

In-Service Date: The date on which the Facility and System Modifications (if applicable) are complete and ready for service, even if the Facility is not placed in service on or by that date.

Interconnecting Customer: Entity that owns and/or operates the Facility interconnected to the Company EPS, with legal authority to enter into agreements regarding the construction or operation of the Facility.¹

Interconnection Service Agreement: An agreement for interconnection service, the form of which is provided in Exhibit F, between the Interconnecting Customer and the Company. The agreement also includes any amendments or supplements thereto entered into by the Interconnecting Customer and the Company.

Islanding: A situation where electrical power remains in a portion of an electrical power system when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.) Islanding may be intentional, such as when certain segregated loads in a Customer's premises are provided power by a Facility after being isolated from the Company EPS after a power failure. Unintentional Islanding, especially past the PCC, is to be strictly avoided.

ISO-New England, Inc ("ISO-NE"): The Independent System Operator established in accordance with the NEPOOL Agreement and applicable FERC approvals, which is responsible for managing the bulk power generation and transmission systems in New England.

Isolated: The state of operating the Facility when electrically disconnected from the Company EPS on the Interconnecting Customer's side of the PCC.

Local EPS: The customer premises within which are contained the Facility. This term is used in the IEEE Standard 1547-2003.

Listed: A Facility that has successfully passed all pertinent tests to conform with IEEE 1547.1.

Metering Point: For meters that do not use instrument transformers, the point at which the billing meter is connected. For meters that use instrument transformers, the point at which the instrument transformers are connected.

NEPOOL: New England Power Pool.

¹ An entity which owns the Facility interconnected to the Company EPS solely as part of a financing arrangement, which could include the acquisition of the tax credits related to the Facility, but is neither the Customer nor the operator of that Facility, shall not be considered the Interconnecting Customer hereunder.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Net Metering shall mean the process of measuring the difference between electricity delivered by a Distribution Company and electricity generated by a Class I, Class II, Class III or Neighborhood Net Metering Facility and fed back to the Distribution Company.

Network Distribution System (Area or Spot): Electrical service from an EPS consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving one (a spot network) or more (an area network) Interconnecting Customers.

Non-Islanding: Describes the ability of a Facility to avoid unintentional islanding through the operation of its interconnection equipment.

NPCC: Northeast Power Coordinating Council.

On-Site Generating Facility: A class of Interconnecting Customer-owned generating Facilities with peak capacity of 60 kW or less, as defined in 220 C.M.R. § 8.00.

Parallel: The state of operating the Facility when electrically connected to the Company EPS (sometimes known as grid-parallel).

Parties: The Company and the Interconnecting Customer.

Point of Common Coupling (PCC): The point where the Interconnecting Customer's local electric power system connects to the Company EPS, such as the electric power revenue meter or premises service transformer. See the Company for the location at a particular Interconnecting Customer site.

Point of Delivery: A point on the Company EPS where the Interconnecting Customer makes capacity and energy available to the Company. The Point of Delivery shall be specified in the Interconnection Service Agreement.

Point of Receipt: A point on the Company EPS where the Company delivers capacity and energy to the Interconnecting Customer. The Point of Receipt shall be specified in the Interconnection Service Agreement.

Qualifying Facility: A generation Facility that has received certification as a Qualifying Facility from the FERC in accordance with the Federal Power Act, as amended by the Public Utility Regulatory Policies Act of 1978, as defined in 220 C.M.R. § 11.04.

Radial Distribution Circuit: Electrical service from an EPS consisting of one primary circuit extending from a single substation or transmission supply point arranged such that the primary circuit serves Interconnecting Customers in a particular local area.

Screen(s): Criteria by which the Company will determine if a proposed Facility's installation will adversely impact the Company EPS in the Simplified and Expedited Processes as set forth in Section 3.0.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Simplified Process: As described in Section 3.1, process steps from initial application to final written authorization for certain inverter-based Facilities of limited scale and minimal apparent grid impact.

Standard Process: As described in Section 3.3, process steps from initial application to final written authorization for Facilities that do not qualify for Simplified or Expedited treatment.

Supplemental Review: Additional engineering study to evaluate the potential impact of the Facility on the Company EPS so as to determine any requirements for processing the application through the Expedited Process.

System Modification: Modifications or additions to distribution-related Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer.

Unintentional Islanding: A situation where the electrical power from the Facility continues to supply a portion of the Company EPS past the PCC when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.).

Witness Test: The Company's right to witness the commissioning testing. Commissioning testing is defined in IEEE Standard 1547-2003.

1.3 Forms and Agreements

The following documents for the interconnection process are included as Exhibits:

1. Interconnection Service Agreement for Expedited and Standard Process (Exhibit F) referencing Attachments 1 – 6 (Attachments 1 – 5 to be developed and included as appropriate for each specific Interconnection Service Agreement) as follows:

Attachment 1: Definitions (Section 1.2)

Attachment 2: Description of Facilities, including demarcation of PCC

Attachment 3: Description of System Modifications

Attachment 4: Costs of System Modifications and Payment Terms

Attachment 5: Special Operating Requirements, if any

Attachment 6: Agreement between the Company and the Company's Retail Customer (to be signed by the Company's retail customer where DG installation and interconnection will be placed, when retail customer is not the owner and/or operator of the distributed generation facility -- Exhibit G)

2. Application forms:

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

- a. Simplified Process (Facilities meeting the requirements of Section 3.1) application form and service agreement (Exhibit A)
- b. Expedited and Standard Process application form (Exhibit B)
3. Supplemental Review Agreement for those projects which have failed one or more screens in the Expedited Process (Exhibit C)
4. Impact Study Agreement under the Standard Process (Exhibit D)
5. Detailed Study Agreement for the more detailed study under the Standard Process which requires substantial System Modifications (Exhibit E)

2.0 Basic Understandings

Interconnecting Customer intends to install a Facility on the Customer's side of the PCC that will be connected electrically to the Company EPS and operate in parallel, synchronized with the voltage and frequency maintained by the Company during all operating conditions. It is the responsibility of the Interconnecting Customer to design, procure, install, operate, and maintain all necessary equipment on its property for connection to the Company EPS. The Interconnecting Customer and the Company shall enter into an Interconnection Service Agreement to provide for parallel operation of an Interconnecting Customer's Facility with Company EPS. A form of this agreement is attached as Exhibit F to this Interconnection Tariff. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Customer must be signed and included as an attachment to the Interconnection Service Agreement; a form of this agreement is attached as Exhibit G.

The interconnection of the Facility with the Company EPS must be reviewed for potential impact on the Company EPS under the process described in Section 3.0 and meet the technical requirements in Section 4.0, and must be operated as described under Section 6.0. In order to meet these requirements, an upgrade or other modifications to the Company EPS may be necessary. Subject to the requirements contained in this Interconnection Tariff, the Company or its Affiliate shall modify the Company EPS accordingly. Unless otherwise specified, the Company will build and own, as part of the Company EPS, all facilities necessary to interconnect the Company EPS with the Facility up to and including terminations at the PCC. The Interconnecting Customer shall pay all System Modification costs as set forth in Section 5.0.

The Interconnecting Customer should consult the Company before designing, purchasing and installing any generation equipment, in order to verify the nominal utilization voltages, frequency, and phase characteristics of the service to be supplied, the capacity available, and the suitability of the proposed equipment for operation at the intended location. Attempting to operate a generator at other than its nameplate characteristics may result in unsatisfactory performance or, in certain instances, injury to personnel and/or damage to equipment. The Interconnecting Customer will be responsible for ascertaining from the Company, and the Company will diligently cooperate in providing, the service characteristics of the Company EPS at the proposed PCC. The Company will in no way be responsible for damages sustained as a result of the Interconnecting Customer's failure to ascertain the service characteristics at the proposed PCC.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

The Facility should operate in such a manner that does not compromise, or conflict with, the safety or reliability of the Company EPS. The Interconnecting Customer should design its equipment in such a manner that faults or other disturbances on the Company EPS do not cause damage to the Interconnecting Customer's equipment.

Authorization to interconnect will be provided once the Interconnecting Customer has met all terms of the interconnection process as outlined below.

This Interconnection Tariff does not cover general distribution service needed to serve the Interconnecting Customer. Please refer to the Company's Terms and Conditions for Distribution Service. This Interconnection Tariff does not cover the use of the distribution system to export power, or the purchase of excess power unless covered under 220 C.M.R. §§ 8.00 et seq.

3.0 Process Overview

There are three basic paths for interconnection of the Interconnecting Customer's Facility in Massachusetts. They are described below and detailed in Figures 1 and 2 with their accompanying notes. Tables 1 and 2, respectively, describe the timelines and fees for these paths. Unless otherwise noted, all times in the Interconnection Tariff reference Company business days under normal work conditions.

1. **Simplified** – This is for Listed inverter-based Facilities with a power rating of 10 kW or less single phase or 25 kW or less three-phase depending on the service configuration, and located on radial EPSs under certain conditions. A Listed inverter-based Facility with a power rating of 15 kW or less single phase located on a spot network EPS under certain conditions would also be eligible.
2. **Expedited** – This is for Listed Facilities that pass certain pre-specified screens on a radial EPS.
3. **Standard** – This is for all facilities not qualifying for either the Simplified or Expedited interconnection processes on radial and spot network EPSs, and for all Facilities on area network EPSs.

All proposed new sources of electric power without respect to generator ownership, dispatch control, or prime mover that plan to operate in parallel with the Company EPS must submit a completed application and pay the appropriate application fee to the Company with which it wishes to interconnect. The application will be acknowledged by the Company, and the Interconnecting Customer will be notified of the application's completeness. Interconnecting Customers who are not likely to qualify for Simplified or Expedited Process may opt to go directly into the Standard Process path. Interconnecting Customers proposing to interconnect on area networks will also go directly to the Standard Process. All other Interconnecting Customers must proceed through a series of screens to determine their ultimate interconnection path. (Interconnecting Customers not sure whether a particular location is on a radial circuit, spot network, or area network should check with the Company serving the proposed Facility location prior to filing and the Company will verify the circuit type upon filing.)

If the Interconnecting Customer has not yet selected the generation equipment, the Interconnecting Customer may submit an interconnection application to the Company with

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

generator data for up to three different suppliers for review and acceptance for interconnection by the Company. Upon completion of the initial review of such an application, Company may increase the cost to screen each option submitted and, if an increase is warranted, Company will notify the applicant in writing of the Company's additional cost for reviewing all options submitted by the applicant. Interconnecting Customer's application will be on hold until applicant responds with written authorization to either proceed with the original application submittal for the additional quoted cost or to proceed with reviewing only the "worst case" option at no additional cost for which the Company will provide "worst case" interconnection requirements and associated costs that apply to all the generators included in the application. For the multiple generator review, the Company will screen each generator and provide the Interconnecting Customer with the interconnection requirements and associated cost for interconnecting each generator included in the application. Prior to the Company preparing a final Interconnection Agreement, the Interconnecting Customer will provide the Company written confirmation of which generator the Interconnecting Customer will install at the Interconnecting Customer's Facility and, if the "worst case" option was not selected by the applicant, the interconnection requirements previously determined for that specific generator will be included in the final Interconnection Agreement.

3.1 Simplified Process

Interconnecting Customers using Listed single-phase inverter-based Facilities with power ratings of 10 kW or less at locations receiving single-phase service from a single-phase transformer, or using Listed three-phase inverter-based Facilities with power ratings of 25 kW or less at locations receiving three-phase service from a three-phase transformer configuration, and requesting an interconnection on radial EPSs where the aggregate Facility capacity on the circuit is less than 7.5% of circuit annual peak load qualify for Simplified interconnection. This is the fastest and least costly interconnection path. There is also a Simplified interconnection path for Listed single-phase inverter-based Facilities with power ratings of 15 kW or less requesting an interconnection on spot networks when the aggregate Facility capacity is less than one-fifteenth of the Customer's minimum load.

The Simplified Process is as follows:

- a. Application process:
 - i. Interconnecting Customer submits a Simplified Process application filled out properly and completely (Exhibit A).
 - ii. Company acknowledges to the Interconnecting Customer receipt of the application within 3 business days of receipt.
 - iii. Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
- b. Company verifies Facility equipment passes screens 1, 2, and 3 in Figure 1 if a radial EPS, or the screens in Figure 2 if a network EPS.

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- c. If approved, the Company signs the application approval line and sends to the Interconnecting Customer. In certain rare circumstances, the Company may require the Interconnecting Customer to pay for minor System Modifications. If so, a description of work and an estimate will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and payment for the minor System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application approval line and sends to the Interconnecting Customer.
- d. Upon receipt of signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.
- e. The Interconnecting Customer returns Certificate of Completion to the Company.
- f. Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. The Interconnecting Customer has no right to operate in parallel until a Witness Test has been performed or has been previously waived on the Application Form. The Company is obligated to complete this Witness Test within 10 business days of the receipt of the Certificate of Completion. If the Company does not inspect in 10 business days or by mutual agreement of the Parties, the Witness Test is deemed waived.
- g. Assuming the wiring inspection and/or Witness Test is satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the Witness Test is not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.

If the Interconnecting Customer does not substantially complete construction within 12 months after receiving approval from the Company, the Company will require the Interconnecting Customer to reapply for interconnection.

3.2 Expedited Process

Other Interconnecting Customers not qualifying for the Simplified Process or not in the Standard Process must pass a series of screens before qualifying for Expedited interconnection. Depending on whether one or more screens are passed, additional steps may be required.

The Expedited Process is as follows:

- a. Application process:
 - i. Interconnecting Customer submits an Expedited/Standard application filled out properly and completely (Exhibit B).

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

- ii. Company acknowledges to the Interconnecting Customer receipt of the application within 3 business days of receipt.
 - iii. Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
- b. Company then conducts an initial review which includes applying the screening methodology (Screens 1 through 8 in Figure 1).
- c. The Company reserves the right to conduct internal studies if deemed necessary and at no additional cost to the Interconnecting Customer, such as but not limited to: protection review, aggregate harmonics analysis review, aggregate power factor review and voltage regulation review. Likewise, when the proposed interconnection may result in reversed load flow through the Company's load tap changing transformer(s), line voltage regulator(s), control modifications necessary to mitigate the effects may be made to these devices by the Company at the Interconnecting Customer's expense or the Facility may be required to limit its output so reverse load flow cannot occur or to provide reverse power relaying that trips the Facility.

As part of the Expedited Process, the Company will assess whether any System Modifications are required for interconnection, even if the project passes all of the applicable Screens. If the needed modifications are minor, that is, the requirement can be determined within the time allotted through the application fee and any internal studies, then the modification requirements, reasoning, and costs for these minor modifications will be identified and included in the executable Interconnection Service Agreement. If the requirements cannot be determined within the time and cost allotted in the initial review and any internal studies, the Company may require that the project undergo additional review to determine those requirements. The time allocated for additional review is a maximum of 10 hours of engineering time.

If after this review, the Company still cannot determine the requirements, the Company will document the reasons why and will meet with the Interconnecting Customer to determine how to move the process forward to the Parties' mutual satisfaction. In all cases, the Interconnecting Customer will pay for the cost of modifications as discussed in Section 5.0.

- d. Assuming all applicable Screens are passed, Company sends the Interconnecting Customer an executable Interconnection Service Agreement and a quote for any required System Modifications or reasonable Witness Test costs.
 - e. If one or more Screens are not passed, the Company will provide a Supplemental Review Agreement. If the Interconnecting Customer executes the agreement, the Company will conduct the review. If the Supplemental Review determines the requirements for processing the application through the Expedited Process including any System Modifications, then the modification requirements, reasoning, and costs for these modifications as defined in Section 5.0 will be identified and included in an executable Interconnection Service Agreement sent to the Interconnecting Customer for execution.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

If the Supplemental Review does not determine the requirements, it will include a proposed Impact Study Agreement as part of the Standard Process which will include an estimate of the cost of the study. Even if a proposed project initially fails a particular Screen in the Expedited Process, if Supplemental Review shows that it can return to the Expedited Process then it will do so. Supplemental Review includes up to 10 hours of engineering time.

- f. Interconnecting Customer returns the signed Interconnection Service Agreement which is then executed by the Company.
- g. Interconnecting Customer completes installation and, upon receipt of payment, the Company completes System Modifications, if required.
- h. Company inspects completed installation for compliance with standards and attends Witness Test, if required.
- i. Interconnecting Customer sends Certificate of Completion to Company.
- j. Assuming inspection is satisfactory, Company notifies Interconnecting Customer in writing that interconnection is authorized.

3.3 Standard Process

The Standard Process has the longest maximum time period and highest potential costs. There are three ways to enter the Standard Process:

1. Interconnecting Customers may choose to proceed immediately to the Standard Process. Application process:
 - i. Interconnecting Customer submits an Expedited/Standard Application filled out properly and completely (Exhibit B).
 - ii. Company acknowledges to the Interconnecting Customer receipt of the application within 3 business days.
 - iii. Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
2. Based upon the results of the initial and Supplemental Reviews, Interconnecting Customers may be required to enter the Standard Process.
3. Based on the results of the Screens in Figure 2 for networks, Interconnecting Customers may be required to enter the Standard Process.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

The Standard Process is as follows:

- a. The Company will conduct an initial review that includes a scoping meeting/discussion with the Interconnecting Customer (if necessary) to review the application. At the scoping meeting the Company will provide pertinent information such as:
 - The available fault current at the proposed location;
 - The existing peak loading on the lines in the general vicinity of the Facility;
 - The configuration of the distribution lines.
- b. Company provides an Impact Study Agreement, including a cost estimate for the study. Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The timelines in Table 1 will be affected if ISO-NE determines that a system impact study is required. This will occur if the Interconnecting Customer's Facility is greater than 5 MW and may occur if the Interconnecting Customer's Facility is greater than 1 MW.
- c. Once the Interconnecting Customer executes the Impact Study Agreement and pays pursuant to the terms thereof, the Company will conduct the Impact Study.
- d. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications as defined in Section 5.0. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within $\pm 25\%$) and a Detailed Study Agreement and cost for Interconnecting Customer's approval.
- e. Once the Interconnecting Customer executes the Detailed Study Agreement and pays pursuant to the terms thereof, the Company will conduct the Detailed Study.
- f. Upon completion of any necessary studies, the Company shall send the Interconnecting Customer an executable Interconnection Service Agreement including a quote for any required System Modifications and reasonable Witness Test costs.
- g. Interconnecting Customer returns signed Interconnection Service Agreement.
- h. Interconnecting Customer completes installation and Company completes System Modifications, if required.
- i. Company inspects completed installation for compliance with requirements and attends Witness Test, if required.
- j. Interconnecting Customer sends Certificate of Completion to Company.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

- k. Assuming inspection is satisfactory, Company notifies Interconnecting Customer in writing that interconnection is authorized.

3.4 Time Frames

Unless otherwise noted, all days in the Interconnection Tariff reference Company business days under normal work conditions.

Table 1 lays out the maximum timeframes allowed under the Simplified, Expedited, and Standard Review processes. The maximum time allowed for the Company to execute the entire Simplified Process is 15 days. The maximum time allowed for the Company to execute the entire Expedited Process on a radial system is 40 days where no Supplemental Review is needed and 60 days where it is needed. The maximum time allowed for the Company to execute the entire Standard Process is 125 days for the Standard Review Process if the Customer goes directly to Standard Review and 150 days if the Customer goes from the Expedited Process into Standard Review. For Customers qualifying for the Simplified Process on a spot network, the maximum time is 40 days if load data is available and 100 days if it is not. The Company clock is stopped when awaiting information from Customers. Any delays caused by Customer will interrupt the applicable clock. Moreover, if an Interconnecting Customer fails to act expeditiously to continue the interconnection process or delays the process by failing to provide necessary information within the longer of 15 days or half the time allotted to the Company to perform a given step, or as extended by mutual agreement, then the Company may terminate the application and the Interconnecting Customer must re-apply. However, the Company will be required to retain the work previously performed in order to reduce the initial and Supplemental Review costs incurred for a period of no less than 1 year. If the Interconnecting Customer does not initiate construction within twelve (12) months of signing the Interconnection Agreement, the Company may require the customer to provide evidence that the project is moving toward construction. In the event that the Customer cannot provide such evidence, the Company reserves the right to require additional study or require the Customer to reapply for interconnection. Situations that could trigger enforcement of this time limit are: (1) material changes on the distribution circuits (e.g. load changes, circuit reconfiguration) or (2) a second application for interconnection received by the Company on a circuit from the same substation. The same rights of the Company to require the customer to reapply for interconnection pertains if the interconnecting customer, after initiating construction, does not complete construction within twenty-four months. Notwithstanding these maximum time frames, the Company shall endeavor to meet the Customer's needs.

3.5 Fee Schedules

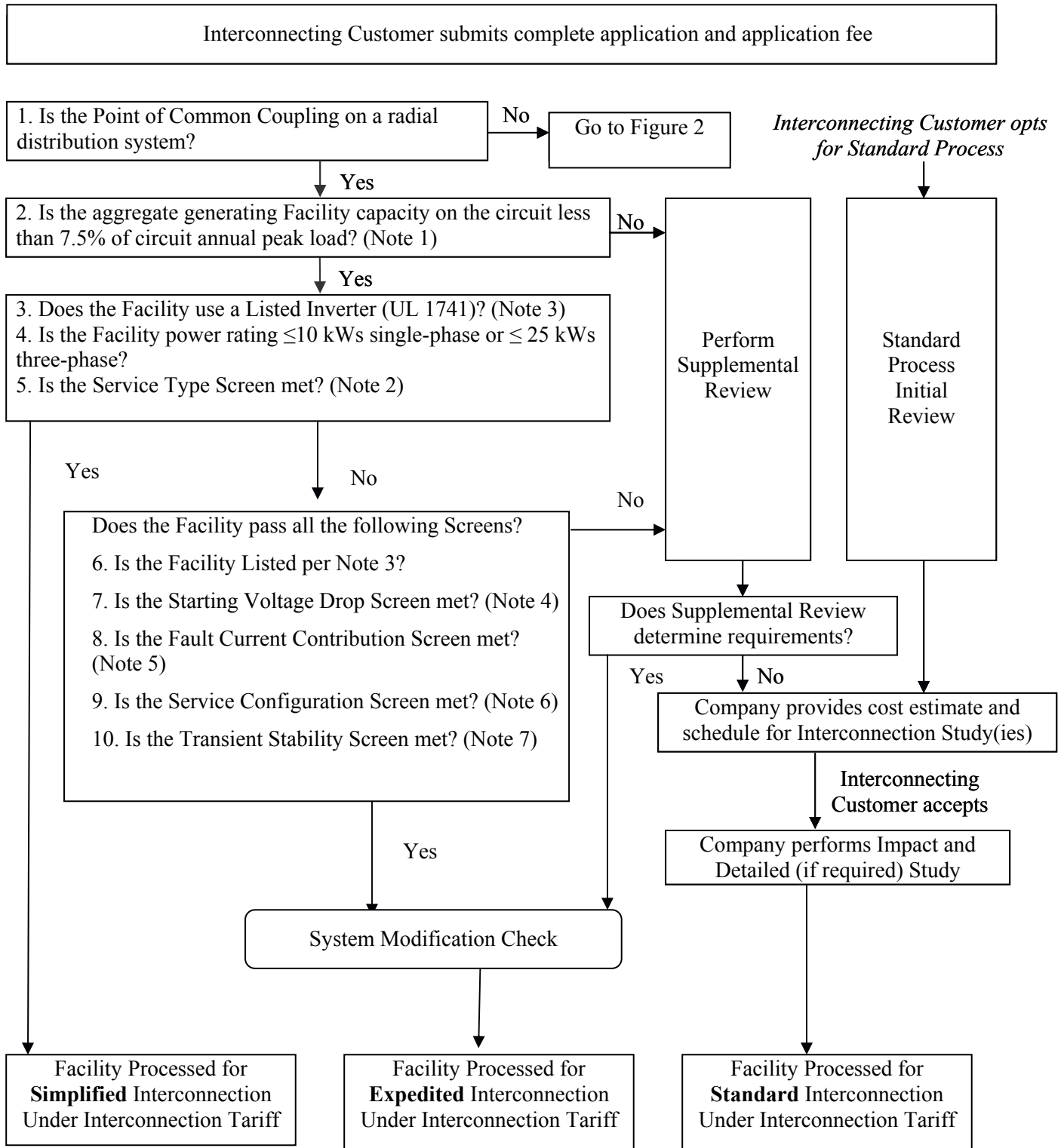
Table 2 lays out the fees required for Interconnecting Customers to apply for interconnection. There are no fees for those facilities that qualify for the Simplified Process on a radial EPS (except in certain unique cases where a System Modification would be needed which would be covered by the Interconnecting Customer). Those qualifying for the Expedited Process will pay a \$3/kW application fee (minimum of \$300 and maximum of \$2,500) plus \$125/hour up to 10 hours (\$1,250) for Supplemental Review, when applicable, plus the actual cost as defined in Section 5.0 of any required System Modifications. Those on the Standard Process path would pay the same application fee as in the Expedited Process path as well as the actual cost as defined

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

in Section 5.0 of any required System Modifications, plus the actual cost of any Impact and Facility Studies, if required. Facilities qualifying for the Simplified Process on a spot network will pay a flat application fee of \$100 for 3 kW or less, and \$300 for Facilities larger than 3 kW up to and including 10 kW, plus any System Modification costs.

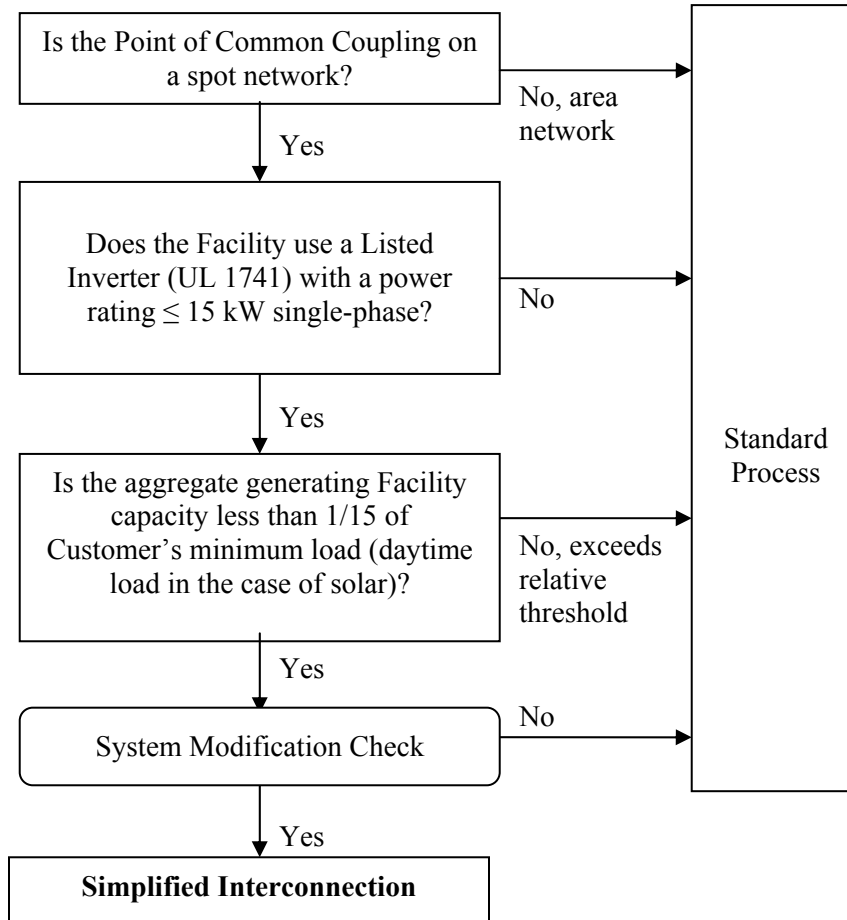
STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Figure 1 – Schematic of Massachusetts DG Interconnection Process



STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Figure 2 – Simplified Interconnection to Networks



STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Explanatory Notes to Accompany Figure 1

Note 1. On a typical radial distribution EPS circuit (“feeder”) the annual peak load is measured at the substation circuit breaker, which corresponds to the supply point of the circuit. A circuit may also be supplied from a tap on a higher-voltage line, sometimes called a subtransmission line. On more complex radial EPSs, where bidirectional power flow is possible due to alternative circuit supply options (“loop service”), the normal supply point is the loop tap.

Note 2. This screen includes a review of the type of electrical service provided to the Interconnection Customer, including the service transformer configuration and service type to limit the potential for creating unacceptable voltage imbalance, over-voltage or under-voltage conditions, or service equipment overloads on the Company EPS due to a mismatch between the size and phasing of the energy source, the service loads fed from the service transformer(s), and the service equipment ratings.

To be eligible for the Simplified Process, a Listed inverter-based Facility must be either (1) a single-phase unit on a customer’s local EPS receiving single-phase secondary service at the PCC from a single-phase service transformer, or (2) a three-phase unit on a customer’s local EPS receiving three-phase secondary service at the PCC from a three-phase transformer configuration.

Note 3. A Listed Facility has successfully passed all pertinent tests to conform with IEEE Standard 1547. IEEE Standard 1547 includes design specifications, operational requirements, and a list of tests that are required for Facilities. IEEE Standard 1547.1 describes how to conduct tests to show compliance with provisions of IEEE Standard 1547. To meet Screen 3 or 4, Interconnecting Customers must provide information or documentation that demonstrates how the Facility is in compliance with the IEEE Standard 1547.1. A Facility will be deemed to be in compliance with the IEEE Standard 1547.1 if the Company previously determined it was in compliance. Applicants who can demonstrate Facility compliance with IEEE Standard 1547.1, with the testing done by a nationally recognized testing laboratory, will be eligible for the Expedited Process, and may be eligible for the Simplified process upon review by the utility.

Massachusetts has adopted UL1741 (Inverters, Converters and Charge Controllers for Use in Independent Power Systems) and UL2200 (Stationary Engine Generator Assemblies) as the standard for power systems to comply with IEEE Std 1547 and 1547.1. Equipment listed to UL1741 or UL2200 by a nationally recognized testing laboratory will be considered in compliance with IEEE Std 1547 and 1547.1. An Interconnecting Customer should contact the Facility supplier(s) to determine if it has been listed to either of these standards.

In addition, California and New York have adopted rules for expediting application review and approval of Facility interconnections onto electric distribution systems. Facilities in these states must meet the applicable commission approved tests and/or criteria for expedited procedures in these states. The Company will accept a Facility as eligible for "Listed" and a candidate for the Massachusetts Simplified or Expedited Process if it has been approved for such expedited procedures, or approved for interconnection, in California or New York.

It is the Interconnecting Customer's responsibility to determine if, and submit verification that, the proposed Facility has been so approved in California or New York.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Note 4. This Screen only applies to Facilities that start by motoring the generating unit(s) or the act of connecting synchronous generators. The voltage drops should be less than the criteria below. There are two options in determining whether Starting Voltage Drop could be a problem. The option to be used is at the Company's discretion:

Option 1: The Company may determine that the Facility's starting inrush current is equal to or less than the continuous ampere rating of the Facility's service equipment.

Option 2: The Company may determine the impedances of the service distribution transformer (if present) and the secondary conductors to the Facility's service equipment and perform a voltage drop calculation. Alternatively, the Company may use tables or nomographs to determine the voltage drop. Voltage drops caused by starting a generating unit as a motor must be less than 2.5% for primary interconnections and 5% for secondary interconnections.

Note 5. The purpose of this Screen is to ensure that fault (short-circuit) current contributions from all Facilities will have no significant impact on the Company's protective devices and EPS. All of the following criteria must be met when applicable:

- a. The proposed Facility, in aggregation with other generation on the distribution circuit, will not contribute more than 10% to the distribution circuit's maximum fault current under normal operating conditions at the point on the high voltage (primary) level nearest the proposed PCC.
- b. The proposed Facility, in aggregate with other generation on the distribution circuit, will not cause any distribution protective devices and equipment (including but not limited to substation breakers, fuse cutouts, and line reclosers), or Interconnecting Customer equipment on the EPS to exceed 85% of the short-circuit interrupting capability. In addition, the proposed Facility will not be installed on a circuit that already exceeds 85% of the short-circuit interrupting capability.
- c. When measured at the secondary side (low side) of a shared distribution transformer, the short-circuit contribution of the proposed Facility must be less than or equal to 2.5% of the interrupting rating of the Company's service equipment.

Coordination of fault-current protection devices and systems will be examined as part of this Screen.

Note 6. This Screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over voltages on the Company EPS due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass Screen
Three-phase, four wire	Effectively-grounded 3 phase or	Pass Screen

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

	single-phase, line-to-neutral	
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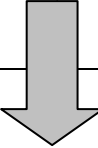
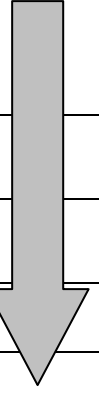
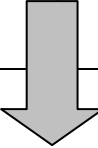
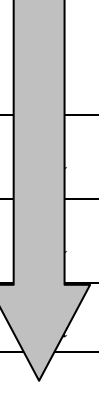
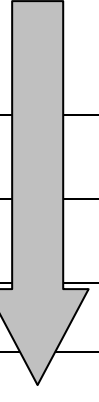
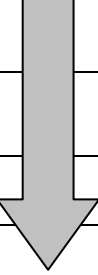
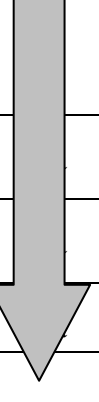
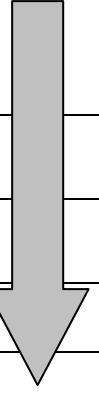
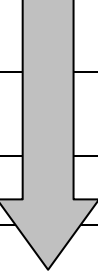
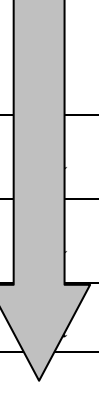
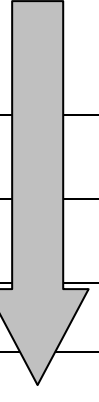
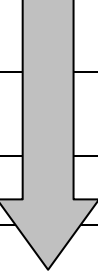
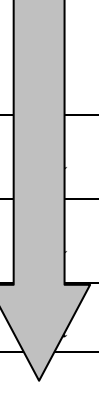
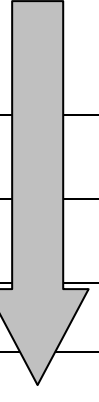
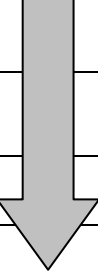
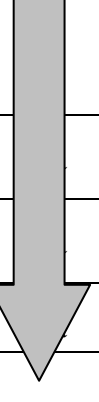
If the proposed generator is to be interconnected on a single-phase transformer shared secondary, the aggregate generation capacity on the shared secondary, including the proposed generator, will not exceed 20 kilovolt-ampere (“kVA”).

If the proposed generator is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition will not create an imbalance between the two sides of the 240 volt service of more than 20% of nameplate rating of the service transformer.

Note 7. The proposed Facility, in aggregate with other Facilities interconnected to the distribution low voltage side of the substation transformer feeding the distribution circuit where the Facility proposes to interconnect, will not exceed 10 MW in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (e.g., 3 or 4 transmission voltage level buses from the PCC).

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Table 1 – Time Frames (Note 1)

Review Process	Simplified	Expedited	Standard	Simplified Spot Network
Eligible Facilities	Listed Small Inverter	Listed DG	Any DG	Listed Inverter ≤ 15 kW single-phase
Acknowledge receipt of Application	(3 days)	(3 days)	(3 days)	(3 days)
Review Application for completeness	10 days	10 days	10 days	10 days
Complete Review of all screens	10 days	25 days		Site review 30/90 days (Note 2)
Complete Supplemental Review (if needed)		20 days		
Complete Standard Process Initial Review			20 days	
Send Follow-on Studies Cost/Agreement			5 days	
Complete Impact Study (if needed)			55 days	
Complete Detailed Study (if needed)			30 days	
Send Executable Agreement (Note 3)	Done	10 days	15 days	Done (comparable to Simplified for radial)
Total Maximum Days (Note 4)	15 days	40/ 60 days (Note 5)	125/150 days (Note 6)	40/ 100 days
Notice/ Witness Test	< 1 day with 10 day notice or by mutual agreement	1-2 days with 10 day notice or by mutual agreement	By mutual agreement	1 day with 10- day notice or by mutual agreement

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Table 2 – Fee Schedules

	Simplified	Expedited	Standard	Simplified Spot Network
	Listed Small Inverter	Listed DG	Any DG	Listed Inverter ≤ 15 kW
Application Fee (covers Screens)	0 (Note 1)	\$3/kW, minimum \$300, maximum \$2,500	\$3/kW, minimum \$300, maximum \$2,500	≤\$3/kW \$100, >3 kW \$300
Supplemental Review or Additional Review (if applicable)	N/A	Up to 10 engineering hours at \$125/hr (\$1,250 maximum) (Note2)	N/A	N/A
Standard Interconnection Initial Review	N/A	N/A	Included in application fee (if applicable)	N/A
Impact and Detailed Study (if required)	N/A	N/A	Actual cost (Note 3)	N/A
Facility Upgrades	N/A (Note 4)	Actual cost	Actual cost	N/A
O&M (Note 5)	N/A	TBD	TBD	N/A
Witness Test	0	Actual cost, up to \$300 + travel time (Note 6)	Actual Cost	0 (Note 7)

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Explanatory Notes to Accompany Tables 1 and 2

Table 1 – Time Frames

Note 1. All days listed apply to Company business days under normal work conditions. All numbers in this table assume a reasonable number of applicants under review. All timelines may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable clock. Moreover, if an Interconnecting Customer fails to act expeditiously to continue the interconnection process or delays the process by failing to provide necessary information within the longer of 15 days or half the time allotted to the Company to perform a given step, or as extended by mutual agreement, then the Company may terminate the application and the Interconnecting Customer must reapply. However, the Company will be required to retain the work previously performed in order to reduce the initial and Supplemental Review costs incurred for a period of no less than 1 year. The timelines in Table 1 will be affected if ISO-NE determines that a system impact study is required. This will occur if the Interconnecting Customer's Facility is greater than 5 MW and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

Note 2. 30 days if load is known or can be reasonably determined, 90 days if it has to be metered.

Note 3. Company delivers an executable agreement form. Once the Interconnection Service Agreement is delivered by the Company, any further modification and timetable will be established by mutual agreement.

Note 4. Actual totals laid out in columns exceed the maximum target. The Parties further agree that average days (fewer than maximum days) is a performance metric that will be tracked.

Note 5. Shorter time applies to Expedited Process without Supplemental Review, longer time applies to Expedited Process with Supplemental Review.

Note 6. 125 day maximum applies to an Interconnecting Customer opting to begin directly in Standard Process, and 150 days is for an Interconnecting Customer who goes through initial Expedited Process first. In both cases this assumes that both the Impact and Facilities Studies are needed. If the Detailed Study is not needed, the timelines will be shorter.

Table 2 – Fee Schedules

Note 1. If the Company determines that the Facility does not qualify for the Simplified Process, it will let the Interconnecting Customer know what the appropriate fee is.

Note 2. Supplemental Review and additional review are defined in Section 3.2.

Note 3. This is the actual cost only attributable to the applicant. Any costs not expended from the application fee previously collected will go toward the costs of these studies.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Note 4. Not applicable except in certain rare cases where a System Modification would be needed. If so, the modifications are the Interconnecting Customer's responsibility.

Note 5. O & M is defined as the Company's operations and maintenance carrying charges on the incremental costs associated with serving the Interconnecting Customer.

Note 6. The fee will be based on actual cost up to \$300 plus driving time, unless Company representatives are required to do additional work due to extraordinary circumstances or due to problems on the Interconnecting Customer's side of the PCC (e.g., Company representative required to make two trips to the site), in which case Interconnecting Customer will cover the additional cost.

Note 7. Unless extraordinary circumstances.

4.0 Interconnection Requirements

4.1 General Design Considerations

Interconnecting Customer shall design and construct the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. Interconnecting Customer agrees to cause its Facility to be constructed in accordance with applicable specifications that meet or exceed those provided under this Section of the Interconnection Tariff.

4.1.1 Transient Voltage Conditions

Because of unusual events in the Company's EPS, there will be transient voltage fluctuations, which will result in voltages exceeding the limits of the stated ranges. These transient voltage fluctuations, which generally last only a few milliseconds, arise due to EPS disturbances including, but not limited to, lightning strikes, clearing of faults, and other switching operations. The magnitude of transient voltage fluctuations varies with EPS configuration, grounding methods utilized, local short circuit availability, and other parameters, which vary from point-to-point and from time-to-time on the distribution EPS.

The fluctuations may result in voltages exceeding the limits of the stated ranges and occur because of EPS disturbance, clearing of faults and other switching operations. These unavoidable transients are generally of too short duration and insufficient magnitude to have any adverse effects on general service applications. They may, however, cause malfunctions in equipment highly sensitive to voltage changes, and protective devices may operate to shut down such devices. The magnitude, duration and frequency of transient fluctuations will vary due to EPS configuration and/or circuit arrangement. In addition, disturbances of indeterminate magnitude and duration may occur on infrequent occasions due to short circuits, faults, and other unpredictable conditions.

Transient voltages should be evaluated in the design of the Facility.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

4.1.2 Noise and Harmonics

The introduction of abnormal noise/harmonics can cause abnormal neutral current flow, and excessive heating of electrical equipment. Harmonics may also cause distortion in TV pictures, telephone interference, and malfunctions in digital equipment such as computers. The permissible level of harmonics is dependent upon the voltage level and short circuit ratio at a given location. IEEE Standard 1547-2003 provides these levels at the PCC. In requiring adherence to IEEE Standard 1547-2003 the Company is in no way making a recommendation regarding the level of harmonics that a given piece of equipment can tolerate nor is it making a recommendation as to the permissible level in the Interconnecting Customer's Facility.

4.1.3 Frequency

The interconnected electric power system in North America, which is maintained at 60 hertz ("Hz") frequency on its alternating current services, is subject to certain deviations. The usual maximum instantaneous deviation from the standard 60 Hz is $\pm 2/10$ cycle ($\pm 0.33\%$), except on infrequent occasions when the deviation may reach $\pm 1/10$ cycle ($\pm 0.17\%$). The usual normal deviation is approximately $\pm 1/20$ cycle ($\pm 0.083\%$). These conditions are subject to occur at any time of the day or night and should be considered in the design of the Facility. All are measured on a 60 Hz base.

4.1.4 Voltage Level

All electricity flow across the PCC shall be in the form of single-phase or three-phase 60 Hz alternating current at a voltage class determined by mutual agreement of the Parties.

4.1.5 Machine Reactive Capability

Facilities less than 1 megawatt ("MW") will not be required to provide reactive capability, except as may be provided by the retail rate schedule and Terms and Conditions for Distribution Services under which the Customer takes service.

Facilities greater than or equal to 1 MW interconnected with the Company EPS shall be required to provide reactive capability to regulate and maintain EPS voltage at the PCC as per NEPOOL requirements. The Company and NEPOOL shall establish a scheduled range of voltages to be maintained by the Facility. The reactive capability requirements shall be reviewed as part of the Impact Study and Facilities Study.

4.2 Protection Requirements for New or Modified Facility Interconnections with the EPS

4.2.1 General Requirements

Any Facility desiring to interconnect with the Company EPS or modify an existing interconnection must meet minimum specifications, where applicable, as set forth in the following documents and standards and requirements in this Section.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

- IEEE Standard 1547-2003, “IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems.”
- UL Standard 1741, “Inverters, Converters and Charge Controllers for Use in Independent Power Systems.”
- IEEE Standard 929-2000, “IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems.”

The specifications and requirements listed herein are intended to mitigate possible adverse impacts caused by the Facility on the Company’s equipment and personnel and on other Interconnecting Customers of the Company. They are not intended to address protection of the Facility itself or its internal load. It is the responsibility of the Facility to comply with the requirements of all appropriate standards, codes, statutes and authorities to protect itself and its loads.

The Company shall not be responsible for the protection of the Facility. The Facility shall be responsible for protection of its system against possible damage resulting from parallel operation with the Company so long as the Company adheres to Good Utility Practice. If requested by the Interconnecting Customer, the Company will provide system protection information for the line terminal(s) directly related to the interconnection. This protection information contained herein is provided exclusively for use by the Interconnecting Customer to evaluate protection of its Facility during parallel operation.

At its sole discretion, the Company may consider approving alternatives that satisfy the intent of the requirements contained in this Section.

4.2.2 Facility Classification

To determine the protection requirements for a given Facility, the following Groups have been established:

Group	Type of Interconnection
1	Facilities Qualified for Simplified Interconnection
2	All Facilities Not Qualified for Simplified Interconnection

4.2.3 Protection Requirements

All Facilities must meet performance requirements set forth in relevant sections of IEEE Standard 1547-2003. **The following italicized text is excerpted from IEEE Standard 1547-2003 and applies to Section 4.2.3 only. The numbering is also from IEEE Standard 1547-2003 and therefore is not in sequence with the Interconnection Tariff numbering.**

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4.1.1 Voltage regulation

The DR [distributed resource] shall not actively regulate the voltage at the PCC [unless required by NEPOOL's operating procedures]. The DR shall not cause the Area EPS service voltage at other Local EPSs to go outside the requirements of ANSI C84.1-1995, Range A.

4.1.2 Integration with Area EPS grounding

The grounding scheme of the DR interconnection shall not cause overvoltages that exceed the rating of the equipment connected to the Area EPS and shall not disrupt the coordination of the ground fault protection on the Area EPS.

4.1.3 Synchronization

The DR unit shall parallel with the Area EPS without causing a voltage fluctuation at the PCC greater than $\pm 5\%$ of the prevailing voltage level of the Area EPS at the PCC, and meet the flicker requirements of 4.3.2.

4.1.8.2 Surge withstand performance

The interconnection system shall have the capability to withstand voltage and current surges in accordance with the environments defined in IEEE Std C62.41.2-2002 or IEEE C37.90.1-2002 as applicable.

4.2 Response to Area EPS abnormal conditions¹⁰

Abnormal conditions can arise on the Area EPS that require a response from the connected DR. This response contributes to the safety of utility maintenance personnel and the general public, as well as the avoidance of damage to connected equipment, including the DR. All voltage and frequency parameters specified in these subclauses shall be met at the PCC, unless otherwise stated.

4.2.1 Area EPS faults

The DR unit shall cease to energize the Area EPS for faults on the Area EPS circuit to which it is connected.

4.2.2 Area EPS reclosing coordination

The DR shall cease to energize the Area EPS circuit to which it is connected prior to reclosure by the Area EPS.

4.2.3 Voltage

The protection functions of the interconnection system shall detect the effective (rms) or fundamental frequency value of each phase-to-phase voltage, except where the transformer connecting the Local EPS to the Area EPS is a grounded wye-wye configuration, or single phase installation, the phase-to-neutral voltage shall be detected. When any voltage is in a range given in Table 1, the DR shall cease to energize the Area EPS within the clearing time as indicated. Clearing time is the time between the start of the abnormal condition and the DR ceasing to energize the Area EPS. For DR

¹⁰ The isolation of a portion of the Area EPS, presenting the potential for an unintended DR island, is a special concern and is addressed in 4.4.1. Setting adjustments may only be made as approved by the authority who has jurisdiction over the DR interconnection.

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less than or equal to 30 kW in peak capacity, the voltage set points and clearing times shall be either fixed or field adjustable. For DR greater than 30 kW the voltage set points shall be field adjustable.

The voltages shall be detected at either the PCC or the point of DR connection when any of the following conditions exist:

- (a) The aggregate capacity of DR systems connected to a single PCC is less than or equal to 30 kW,*
- (b) the interconnection equipment is certified to pass a non-islanding test for the system to which it is to be connected,*
- (c) the aggregate DR capacity is less than 50% of the total Local EPS minimum annual integrated electrical demand for a 15 minute time period, and export of real or reactive power by the DR to the Area EPS is not permitted.*

Table 1 – Interconnection system response to abnormal voltages	
<i>Voltage range(% of base voltage^a)</i>	<i>Clearing time (s)^b</i>
<i>$V < 50$</i>	<i>0.16</i>
<i>$50 \leq V < 88$</i>	<i>2.00</i>
<i>$110 < V < 120$</i>	<i>1.00</i>
<i>$V \geq 120$</i>	<i>0.16</i>
<i>^a Base voltages are the nominal system voltages stated in ANSI C84.1-1995, Table 1.</i>	
<i>^b DR ≤ 30 kW, maximum clearing times; DR > 30 kW, default clearing times</i>	

4.2.4 Frequency

When the system frequency is in a range given in Table 2, the DR shall cease to energize the Area EPS within the clearing time as indicated. Clearing time is the time between the start of the abnormal condition and the DR ceasing to energize the Area EPS. For DR less than or equal to 30 kW in peak capacity, the frequency set points and clearing times shall be either fixed or field adjustable. For DR greater than 30 kW, the frequency set points shall be field adjustable.

Adjustable under-frequency trip settings shall be coordinated with Area EPS operations.

Table 2 – Interconnection system response to abnormal frequencies		
<i>DR size</i>	<i>Frequency range (Hz)</i>	<i>Clearing time (s)^a</i>
<i>≤ 30 kW</i>	<i>> 60.5</i>	<i>0.16</i>
	<i>< 59.3</i>	<i>0.16</i>
<i>> 30 kW</i>	<i>> 60.5</i>	<i>0.16</i>
	<i>< {59.8 - 57.0} (adjustable setpoint)</i>	<i>Adjustable 0.16 to 300</i>
	<i>< 57.0</i>	<i>0.16</i>
<i>^a DR ≤ 30 kW, maximum clearing times; DR > 30 kW, default clearing times</i>		

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4.2.5 Loss of synchronism

Loss of synchronism protection is not required except as necessary to meet 4.3.2.

4.2.6 Reconnection to Area EPS

After an Area EPS disturbance, no DR reconnection shall take place until the Area EPS voltage is within Range B of ANSI C84.1-1995, Table 1, and frequency range of 59.3Hz to 60.5Hz.

The DR interconnection system shall include an adjustable delay (or a fixed delay of five minutes) that may delay reconnection for up to five minutes after the Area EPS steady-state voltage and frequency are restored to the ranges identified above.

4.3.1 Limitation of dc injection

The DR and its interconnection system shall not inject dc current greater than 0.5% of the full rated output current at the point of DR connection.

4.3.2 Limitation of flicker induced by the DR

The DR shall not create objectionable flicker for other customers on the Area EPS.¹¹

4.3.3 Harmonics

When the DR is serving balanced linear loads, harmonic current injection into the Area EPS at the PCC shall not exceed the limits stated below in Table 3. The harmonic current injections shall be exclusive of any harmonic currents due to harmonic voltage distortion present in the Area EPS without the DR connected.

Table 3 – Maximum harmonic current distortion in percent of current (I)^a						
Individual harmonic order <i>h</i> (odd harmonics)^b	$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$	Total Demand Distortion (TDD)
Percent (%)	4.0	2.0	1.5	0.6	0.3	5.0
^a <i>I = the greater of the Local EPS maximum load current integrated demand (15 or 30 minutes) without the DR unit, or the DR unit rated current capacity (transformed to the PCC when a transformer exists between the DR unit and the PCC).</i>						
^b <i>Even harmonics are limited to 25% of the odd harmonic limits above.</i>						

¹¹ *Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans, or causes equipment misoperation. For guidance, refer to IEEE Std 519TM-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems; IEEE P1453TM, Draft Recommended Practice for Measurement and Limits of Voltage Flicker on AC Power Systems; International Electrotechnical Commission IEC/TR3 61000-3-7 Assessment of Emission Limits for Fluctuating Loads in MV and HV Power Systems, IEC 61000-4-15 Flickermeter - Functional and Design Specifications, IEC 61400-21 IEC 61400-21, Wind Turbine Generator Systems - Part 21: Measurement and assessment of power quality characteristics of grid connected wind turbines - Ed. 1.0 (2000-12).*

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4.4.1 Unintentional islanding

For an unintentional island in which the DR energizes a portion of the Area EPS through the PCC, the DR interconnection system shall detect the island and cease to energize the Area EPS within two seconds of the formation of an island.¹²

4.2.3.1 Group 1 Facilities

- a. The inverter-based Facility shall be considered *Listed* if it meets requirements set forth in Section 3.1 “Simplified Process”.
- b. **External Disconnect Switch:** For Listed inverters, the Company may require an external disconnect switch (or comparable device by mutual agreement of the Parties) at the PCC with the Company or at another mutually agreeable point that is accessible to Company personnel at all times and that can be opened for isolation if the switch is required. The switch shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with this Interconnection Tariff.

4.2.3.2 Group 2 Facilities

4.2.3.2.1 General Requirements

- a. **Non Export Power:** If the Parties mutually agree that non-export functionality will be part of the interconnection protection equipment then it will include one of the following: (1) a reverse power relay with mutually agreed upon delay intervals, or (2) a minimum power function with mutually agreed upon delay intervals, or (3) other mutually agreeable approaches, for example, a comparison of nameplate rating versus certified minimum Customer premises load.
- b. The ISO-NE is responsible for assuring compliance with NPCC criteria. For the interconnection of some larger units, the NPCC criteria may additionally require:

NPCC Protective Relaying Requirements: The Company may require the Facility to be equipped with two independent, redundant relaying systems in accordance with NPCC criteria, where applicable, for the protection of the bulk power system if

¹² Some examples by which this requirement may be met are:

1. The DR aggregate capacity is less than one-third of the minimum load of the Local EPS.
2. The DR is Listed to pass an applicable non-islanding test.
3. The DR installation contains reverse or minimum power flow protection, sensed between the Point of DR Connection and the PCC, which will disconnect or isolate the DR if power flow from the Area EPS to the Local EPS reverses or falls below a set threshold.
4. The DR contains other non-islanding means such as a) forced frequency or voltage shifting, b) transfer trip, or c) governor and excitation controls that maintain constant power and constant power factor.

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the interconnection is to the bulk power system or if it is determined that delayed clearing of faults within the Facility adversely affects the bulk power system.

NPCC Requirements: During system conditions where local area load exceeds system generation, NPCC Emergency Operation Criteria requires a program of phased automatic under frequency load shedding of up to 25% of area load to assist in arresting frequency decay and to minimize the possibility of system collapse. Depending on the point of connection of the Facility to the Company's EPS and in conformance with the NPCC Emergency Operating Criteria, the Facility may be required to remain connected to the EPS during the frequency decline to allow the objectives of the automatic load shedding program to be achieved, or to otherwise provide compensatory load reduction, equivalent to the Facility's generation lost to the system, if the Interconnecting Customer elects to disconnect the Facility at a higher under-frequency set point.

- c. **Disconnect Switch:** The Facility shall provide a disconnect switch (or comparable device mutually agreed upon by the Parties) at the point of Facility interconnection that can be opened for isolation. The switch shall be in a location easily accessible to Company personnel at all times. The switch shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall exercise such right in accordance with Section 7.0 of this Interconnection Tariff.
- d. **Transfer Tripping:** A direct transfer tripping system, if one is required by either the Interconnecting Customer or by the Company, shall use equipment generally accepted for use by the Company and shall, at the option of the Company, use dual channels.

4.2.3.2.2 Requirements for Induction and Synchronous Generator Facilities

- a. **Interconnection Interrupting Device:** An interconnection Interrupting Device such as a circuit breaker shall be installed to isolate the Facility from the Company's EPS. If there is more than one Interrupting Device, this requirement applies to each one individually. The Interconnection Interrupting Device must be capable of interrupting the current produced when the Facility is connected out of phase with the Company's EPS, consistent with Section 4.1.8.3 of IEEE Standard 1547-2003 which states, "the interconnection system paralleling-device shall be capable of withstanding 220% of the interconnection system rated voltage."
- b. **Synchronizing Devices:** The Interconnecting Customer shall designate one or more Synchronizing Devices such as motorized breakers, contactor/breaker combinations, or a fused contactor (if mutually agreeable) to be used to connect the Facility's generator to the Company's EPS. This Synchronizing Device could be a device other than the interconnection Interrupting Device. The Synchronizing Device must be capable of interrupting the current produced when the Facility is connected out of phase with the Company's EPS, consistent with Section 4.1.8.3 of IEEE Standard

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1547-2003 which states, “the interconnection system paralleling-device shall be capable of withstanding 220% of the interconnection system rated voltage.”

- c. **Transformers:** The Company reserves the right to specify the winding connections for the transformer between the Company’s voltage and the Facility’s voltage (“Step-Up Transformer”) as well as whether it is to be grounded or ungrounded at the Company’s voltage. In the event that the transformer winding connection is grounded-wye/grounded-wye the Company reserves the right to specify whether the generator stator is to be grounded or not grounded. The Interconnecting Customer shall be responsible for procuring equipment with a level of insulation and fault-withstand capability compatible with the specified grounding method.
- d. **Voltage relays:** Voltage relays shall be frequency compensated to provide a uniform response in the range of 40 to 70 Hz.
- e. **Protective Relaying Redundancy:** For induction generators greater than 1/15 of on-site minimum verifiable load that is not equipped with on-site capacitors or that is greater than 200 kW, and for all synchronous generators, protective relays utilized by the Facility shall be sufficiently redundant and functionally separate so as to provide adequate protection, consistent with Company practices and standards, upon the failure of any one component.
- f. **Protective Relay Hard-Wire Requirement:** Unless authorized otherwise by the Company, protective relays must be hardwired to the device they are tripping. Further, interposing computer or programmable logic controller or the like is not permitted in the trip chain between the relay and the device being tripped.
- g. **Protective Relay Supply:** Where protective relays are required in this Section, their control circuits shall be DC powered from a battery/charger system or a UPS. Solid-state relays shall be self-powered, or DC powered from a battery/charger system or a UPS. If the Facility uses a Company-acceptable non-latching interconnection contactor, AC powered relaying shall be allowed provided the relay and its method of application are fail safe, meaning that if the relay fails or if the voltage and/or frequency of its AC power source deviate from the relay’s design requirements for power, the relay or a separate fail-safe power monitoring relay acceptable to the Company will immediately trip the generator by opening the coil circuit of the interconnection contactor.
- h. **Current Transformers (“CT”):** CT ratios and accuracy classes shall be chosen such that secondary current is less than 100 amperes and transformation errors are consistent with Company practices. CTs used for revenue class metering must have a secondary current of 20 amperes or less.
- i. **Voltage Transformers (“VT”)s and Connections:** The Facility shall be equipped with a direct voltage connection or a VT, connected to the Company side of the Interrupting Device. The voltage from this VT shall be used in an interlock scheme, if required by the Company. For three-phase applications, a VT for each phase is required. All three phases must be sensed either by three individual relays or by one relay that contains three elements. If the voltage on any of the three phases is outside

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the bounds specified by the Company the unit shall be tripped. If the Facility's Step-Up Transformer is ungrounded at the Company voltage, this VT shall be a single three-phase device or three single-phase devices connected from each phase to ground on the Company's side of the Facility's Step-Up Transformer, rated for phase-to-phase voltage and provided with two secondary windings. One winding shall be connected in open delta, have a loading resistor to prevent ferroresonance, and be used for the relay specified in these requirements.

4.2.3.2.3 Additional Requirements for Induction Generator Facilities

- a. **Self-Excitation:** A Facility using induction generators connected in the vicinity of capacitance sufficient to self-excite the generator(s) shall meet the requirements for synchronous machines. The capacitors that enable self-excitation may actually be external to the Facility. The Company will not restrict its existing or future application of capacitors on its lines nor restrict their use by other Interconnecting Customers of the Company to accommodate a Facility with induction machines. If self-excitation becomes possible due to the installation of or presence of capacitance, the protection requirements of the Facility may need to be reviewed and revised, if applicable.

The Facility may be required to install capacitors to limit the adverse effects of drawing reactive power from the EPS for excitation of the generator. Capacitors for supply of reactive power at or near the induction generator with a kilovolts-ampere reactive ("kVAr") rating greater than 30% of the generator's kW rating may cause the generator to become self-excited. (If self-excitation can occur, the Facility shall be required to provide protection as specified in synchronous machines requirements.)

4.2.3.2.4 Additional Requirements for Synchronous Generator Facilities

- a. **Ungrounded Transformers:** If the Facility's Step-Up Transformer connection is ungrounded, the Facility shall be equipped with a zero sequence over-voltage relay fed from the open delta of the three-phase VT specified in the Voltage Transformers and Connections Section 4.2.3.2.2.i.
- b. **High-Speed Protection:** The Facility may be required to use high-speed protection if time-delayed protection would result in degradation in the existing sensitivity or speed of the protection systems on the Company's EPS.
- c. **Breaker Failure Protection:** The Facility may be required to be equipped to provide local breaker failure protection which may include direct transfer tripping to the Company's line terminal(s) in order to detect and clear faults within the Facility that cannot be detected by the Company's back-up protection.
- d. **Communications Channels:** The Interconnecting Customer is responsible for procuring any communications channels necessary between the Facility and the Company's stations, and for providing protection from transients and over-voltages at all ends of these communication channels. The Interconnecting Customer will also bear the ongoing cost to lease these communication channels. Examples include, but are not limited to, connection to a line using high-speed protection, transfer tripping,

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generators located in areas with low-fault currents, or back up for generator breaker failure.

4.2.4 Protection System Testing and Maintenance

The Company shall have the right to witness the commissioning testing as defined in IEEE Standard 1547-2003 at the completion of construction and to receive a copy of all test data. The Facility shall be equipped with whatever equipment is required to perform this test.

Testing typically includes, but is not limited to:

- CT and CT circuit polarity, ratio, insulation, excitation, continuity and burden tests,
- VT and VT circuit polarity, ratio, insulation and continuity tests,
- Relay pick-up and time delay tests,
- Functional breaker trip tests from protective relays,
- Relay in-service test to check for proper phase rotation and magnitudes of applied currents and voltages,
- Breaker closing interlock tests, and
- Paralleling and disconnection operation.

Prior to final approval by the Company or anytime thereafter, the Company reserves the right to test the generator relaying and control related to the protection of the Company's EPS.

The Interconnecting Customer has the full responsibility for the proper periodic maintenance of its generating equipment and its associated control, protective equipment and interrupting devices.

The Interconnecting Customer is responsible for the periodic maintenance of those relays, interrupting devices, control schemes, and batteries that involve the protection of the Company's EPS. A periodic maintenance program, mutually agreeable to both the Company and to the Interconnecting Customer is to be established in each case. The Company shall have the right to monitor the periodic maintenance performed.

For relays installed in accordance with the NPCC Criteria for the Protection of the Bulk Power System, maintenance intervals shall be in accordance with such criteria. The results of these tests shall be summarized by the Interconnecting Customer and reported in writing to the Company.

The Company reserves the right to install special test equipment as may be required to monitor the operation of the Facility and its control or for evaluating the quality of power produced by the Facility at a mutually agreed upon location. The cost of this testing will be borne by the Company unless there is shown to be a problem associated with the Facility or if the test was performed at the request of the Interconnecting Customer.

Each routine check shall include both a calibration check and an actual trip of the circuit breaker or contactor from the device being tested. Visually setting a calibration dial, index or tap is not considered an adequate calibration check.

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Inverters with field adjustable settings for their internal protective elements shall be periodically tested if those internal elements are being used by the Facility to satisfy the requirements of this Section.

4.2.5 Protection Requirements – Momentary Paralleling of Standby Generators

Protective relays to isolate the Facility for faults in the Company EPS are not required if the paralleling operation is automatic and takes place for less than one-half of a second. An Interrupting Device with a half-second timer (30 cycles) is required as a fail-safe mechanism.

Parallel operation of the Facility with the Company EPS shall be prevented when the Company's line is dead or out of phase with the Facility.

The control scheme for automatic paralleling must be submitted by the Interconnecting Customer for review and acceptance by the Company prior to the Facility being allowed to interconnect with the Company EPS.

4.2.6 Protection System Changes

The Interconnecting Customer must provide the Company with reasonable advance notice of any proposed changes to be made to the protective relay system, relay settings, operating procedures or equipment that affect the interconnection. The Company will determine if such proposed changes require re-acceptance of the interconnection per the requirements of this Section.

In the future, should the Company implement changes to the EPS to which the Facility is interconnected, the Interconnecting Customer will be responsible at its own expense for identifying and incorporating any necessary changes to its protection equipment. These changes to the Facility's protection equipment are subject to review and approval by the Company.

5.0 Responsibility for Costs of Interconnecting a Facility

5.1 Review and Study Costs

The Interconnecting Customer shall be responsible for the reasonably incurred costs of the review by the Company and any interconnection studies conducted as defined by Table 2 ("Fee Schedules") of Section 3.0 of this Interconnection Tariff solely to determine the requirements of interconnecting a Facility with the Company EPS.

5.2 Interconnection Equipment Costs

The Interconnecting Customer shall be responsible for all costs associated with the installation and construction of the Facility and associated interconnection equipment on the Interconnecting Customer's side of the PCC.

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5.3 System Modification Costs

The Interconnecting Customer shall also be responsible for all costs reasonably incurred by Company attributable to the proposed interconnection project in designing, constructing, operating and maintaining the System Modifications. At the time that the Company provides an Interconnecting Customer with any Impact Study or Detailed Study, the Company shall also provide, along with that Study, a statement of the Company's policies on collection of tax gross-ups. To the extent that Company Terms and Conditions and/or tariffs allow, the Company will refund the appropriate portion of System Modification costs to the Interconnecting Customer as required by the applicable tariff.

5.4 Separation of Costs

Should the Company combine the installation of System Modifications with additions to the Company's EPS to serve other customers or interconnecting customers, the Company shall not include the costs of such separate or incremental facilities in the amounts billed to the Interconnecting Customer for the System Modifications required pursuant to this Interconnection Tariff.

The Interconnecting Customer shall only pay for that portion of the interconnection costs resulting solely from the System Modifications required to allow for safe, reliable parallel operation of the Facility with the Company EPS.

5.5 Normal Payment Procedure

All application, study fees and System Modification costs (except as noted below) are due in full prior to the execution of the work as outlined in this Interconnection Tariff. If the anticipated costs exceed \$25,000 the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study and/or construction including ordering equipment. The payment plan will be attached as an exhibit to the Interconnection Service Agreement or relevant study agreements.

5.6 Security and Creditworthiness

In order for the Company to agree to any payment plan where some work may be performed in advance of payment, the Company may require the Interconnecting Customer to provide evidence of creditworthiness. In the event that Interconnecting Customer cannot provide such evidence to the satisfaction of the Company, then the Company may require the Interconnecting Customer to provide sufficient security in order to take advantage of a payment plan. Interconnecting Customer acknowledges that it will be responsible for the actual costs of the System Modifications described in the attached exhibit to the Interconnection Service Agreement, whether greater or lesser than the amount of the payment security provided under this section.

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6.0 Operating Requirements

6.1 General Operating Requirements

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2 No Adverse Effects; Non-interference

Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC

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that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4 Access

The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1 Company and Interconnecting Customer Representatives

Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4.2 Company Right to Access Company-Owned Facilities and Equipment

If necessary for the purposes of this Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under this Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

6.4.3 Right to Review Information

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4.

7.0 Disconnection

7.1 Temporary Disconnection

- a. **Emergency Conditions.** Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the

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damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

- b. Routine Maintenance, Construction and Repair.** Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.
- c. Forced Outages.** During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.
- d. Non-Emergency Adverse Operating Effects.** The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.
- e. Modification of the Facility.** Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.
- f. Re-connection.** Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2 Permanent Disconnection

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

8.0 Metering, Monitoring, and Communication

This Section sets forth the rules, procedures and requirements for metering, monitoring and communication between the Facility and the Company EPS where the Facility exports power or is net metered or is otherwise subject to NEPOOL requirements. Interconnecting Customer will be responsible for reasonable and necessary costs incurred by Company for the purchase, installation, operation, maintenance, testing, repair and replacement of metering and data acquisition equipment specified in the Attachments to the Interconnection Service Agreement. Interconnecting Customer's metering (and data acquisition, as required) equipment shall conform to rules and applicable operating requirements.

8.1 Metering, Related Equipment and Billing Options

The Company shall furnish, read and maintain all revenue metering equipment. The Interconnecting Customer shall furnish and maintain all meter mounting equipment such as or including meter sockets, test switches, conduits, and enclosures. Except as provided below, the Company shall own the meter and the Interconnecting Customer shall pay to the Company a monthly charge to cover taxes, meter maintenance, incremental reading and billing costs, the allowable return on the invoice cost of the meter and the depreciation of the meter. These charges are set forth in the applicable Company tariff(s), as amended from time to time. If the Facility is a Qualifying Facility or On-Site Generating Facility the Interconnecting Customer may elect to own the meter, in which case, the Interconnecting Customer shall pay to the Company a monthly charge to cover meter maintenance and incremental reading and billing costs. Metering requirements and associated charges for Qualifying Facilities and On-Site Generating Facilities are set forth in the applicable Company tariff(s), as amended from time to time. If the Interconnecting Customer elects to install its own meter under the terms of 220 CMR 8.0, the Interconnecting Customer shall be responsible for purchasing and installing software, hardware and/or other technology that may be required by the Company to read billing meters.

The Interconnecting Customer shall provide suitable space within the Facility for installation of the metering, and communication equipment at no cost to the Company.

All metering equipment installed pursuant to this Interconnection Tariff and associated with the Facility shall be routinely tested by the Company at Interconnecting Customer's expense, in accordance with applicable Company and/or ISO-NE criteria, rules and standards. If, at any time, any metering equipment is found to be inaccurate by a margin greater than that allowed under applicable criteria, rules and standards, the Company shall cause such metering equipment to be made accurate or replaced. The cost to repair or replace the meter shall be borne by the Company, if the Company owns the meter, or by the Interconnecting Customer if the Interconnecting Customer owns the meter. Meter readings for the period of inaccuracy shall be adjusted so far as the same can be reasonably ascertained; provided, however, no adjustment prior to the beginning of the preceding month shall be made except by agreement of the Parties. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered from the Facility. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other.

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If the Metering Point and the Point of Receipt or Point of Delivery are not at the same location, the metering equipment shall record delivery of electricity in a manner that accounts for losses occurring between the Metering Point and the Point of Receipt or Point of Delivery. Losses between the Metering Point and Point of Receipt will be reflected pursuant to applicable Company, NEPOOL or ISO-NE criteria, rules or standards.

The type of metering equipment to be installed at a Facility is dependent on the size of the Facility and how and if the Facility plans to export power or net meter. For those that will export power or net meter, the available equipment options and associated requirements are:

- For Facilities 60 kW or less, unless the Interconnecting Customer elects another form of metering, the Facilities will be equipped with net metering in which metering equivalent to or replicating that of a standard distribution class meter is installed and is enabled to run in a normal direction during periods of net consumption and to run backwards during periods of net generator output. All metering equipment included in this type of installation, including self-contained meters and instrument transformers and meters, shall meet ANSI C12.1 Metering Accuracy Standards and ANSI C57.13 accuracy requirements for instrument transformers.
- For Facilities larger than 60 kW up to 200 kW the Facilities will be equipped with bi-directional, non-interval meter without remote access – in which a distribution class meter with multiple registers is installed. One set of registers will record energy flows from the Company to the Facility during periods when the Facility is a net consumer of energy (the other register will record no flow during these periods) and a second set of registers will record energy flows from the Facility to the Company during periods when the Facility is a net producer of energy (the other register will record no flow during these periods). Each set of registers will record total flows only and will not record flows during specific intervals. All metering equipment included in this type of installation, including self-contained meters and instrument transformers and meters, shall meet ANSI C12.1 Metering Accuracy Standards and ANSI C57.13 accuracy requirements for instrument transformers.
- For Facilities larger than 200 kW, the Facilities will be equipped with bi-directional, interval meter with remote access – in which a distribution class meter with multiple registers is installed. One set of registers will record energy flows from the Company to the Facility during periods when the Facility is a net consumer of energy (the other register will record no flow during these periods) and a second set of registers will record energy flows from the Facility to the Company during periods when the Facility is a net producer of energy (the other register will record no flow during these periods). Each set of registers will record total flows as well as flows during hourly intervals. In addition, the meters will be equipped with remote access capability that may include communication to the extent required by applicable NEPOOL standards. All metering equipment included in this type of installation shall meet the requirements contained in NEPOOL Operating Procedure No. 18, “Metering and Telemetering Criteria” and the Company’s “Policy and Practices for Metering and Telemetering Requirements for New or Modified Interconnections.” Copies of both publications are available from the Company upon request. The Interconnecting Customer shall be responsible for providing all necessary leased telephone lines

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(or other Company approved communication means) and any necessary protection for leased lines and shall furthermore be responsible for all communication required by ISO-NE, or by ISO-NE's designated satellite. The Interconnecting Customer shall maintain all communication and transducer equipment at the Facility in accordance with ISO-NE criteria, rules and standards. The Company will purchase, own and maintain all communication equipment located on the Interconnecting Customer's Facilities, if the Interconnecting Customer desires, at the Interconnecting Customer's expense. The Interconnecting Customer shall provide, install and own Company-approved or Company-specified test switches in the transducer circuits.

- In addition, Facilities which are 5 MW or greater are required by NEPOOL Operating Procedure No. 18 to provide communication equipment and to supply accurate and reliable information to system operators regarding metered values for MW, MVAR, volt, amp, frequency, breaker status and all other information deemed necessary by ISO-NE and the NEPOOL Satellite (REMVEC).

8.2 Additional Monitoring and Communication Requirements

As the amount of distributed generation on the Company EPS grows significantly, additional monitoring and communication may be required by the Department pursuant to a future proceeding.

9.0 Dispute Resolution Process

The Dispute Resolution Process is a multi-stage process described below, beginning with negotiation, then mediation, followed by non-binding arbitration and then adjudication. All days in this Section are calendar days.

9.1 Good Faith Negotiation

- a. One party submits a request in writing to the other party for initiation of Step 9.1 of the Dispute Resolution Process. The Parties will elevate the dispute to a Vice President or senior management with sufficient authority to make a decision.
- b. If, after 8 days, the dispute is still not resolved, one or both Parties may initiate Section 9.2.a

9.2 Mediation/Non-binding Arbitration

- a. One party to the dispute requests dispute resolution assistance by submitting a written request to the Department, with a summary of the situation. The other party may also submit a summary.
- b. The Parties will meet with a Department hearing officer or other Department staff person within 14 days to convene the Dispute Resolution Process. During that meeting, the Department staff person may assist the Parties in attempting to resolve outstanding differences.

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- c. If the differences are not resolved in Step 9.2.b, the Department will provide a list of qualified neutrals and manage the selection of individual neutrals for the case. The Department will use a list of pre-qualified neutrals maintained at the Department and, the Parties will select a mutually agreeable mediator pursuant to a reverse-strike-out process¹ or another mutually-agreeable method. If either party requests a technical expert, both a mediator and a technical expert will be selected, and the technical expert will be selected using the same strike out process or another mutually-agreeable method as that used for selection of the mediator.
- d. Parties will complete the neutral selection process with the Department within seven days. This timetable will only be possible if the Department has, during the initial 14 days, identified mediators and technical experts who have the time available to assist the Parties in a timely manner.
- e. The Department will arrange for the selected mediator to contact Parties.
- f. The Parties will contract with neutrals for services, splitting the fees 50/50.
- g. The mediator begins by discussing the case with the disputing Parties to assess the scope of issues and understand the Parties' positions and interests. The mediator and Parties will establish a schedule for completion of mediation within 30 days. Ten days after the 30-day time period begins, the Department will issue a public notice of the proceeding and will schedule a pre-hearing conference for Section 9.3. The mediator will assist the Parties in developing a scope of work for the technical expert if one is needed. The mediator will also assist the Parties in estimating the Dispute Resolution Process costs and addressing any concerns about those costs.
- h. Mediation meeting or meetings are held.
- i. If the Parties reach agreement, the Dispute Resolution Process ends here.
- j. If the Parties do not reach a mediated agreement, the neutral(s) will issue a brief recommended solution or decision.
- k. If the Parties accept the neutral's recommendation, the Dispute Resolution Process ends here.
- l. If one or both Parties do not accept the neutral recommendation and there is still no agreement, the dispute proceeds to Step 9.3.

9.3 Department Adjudicatory Hearing

The goal of this Step is an adjudicatory hearing at the Department, with witnesses, evidence, etc. that results in a binding precedential decision, appealable to the Massachusetts Supreme Judicial Court.

¹ A "reverse strike out process" involves each party eliminating the least desirable mediator until one is left standing.

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- a. In the event a party does not accept the recommendation in Step 9.2, it may request, in writing, a Department adjudication.
- b. The Department holds a pre-hearing conference for which notice has been provided in accordance with Section 9.2.g. The Parties, to the extent desirable and feasible, exchange information and establish an expedited schedule during the pre-hearing conference.
- c. The Department and the Parties engage in pre-hearing discovery, as needed in the specific case, building on the information developed in Step 9.2, including the mediator's recommendation.
- d. The Department conducts a hearing.
- e. The Parties file briefs, if one or both desire to do so or the Department requests they do so. The Parties and the Department will complete Step 9.3.b through 9.3.e in 90 days.
- f. The Department issues its order within 20 days. If it is unable to do so, it will notify the Parties and provide a revised decision date.

The Department will appoint a hearing officer or other Department staff person familiar with the DG interconnection process in Massachusetts to oversee the selection of private neutrals and otherwise serve as a resource for DG cases.

Disputes subject to the Dispute Resolution Process on these issues are not meant to be considered as Interconnecting Customer complaints as part of the Company's service quality plan. The docket number for this plan is D.T.E. 01-71. This does not preclude the Interconnecting Customer from filing Interconnecting Customer complaints for which they are otherwise eligible.

10.0 Confidentiality Statement

Information including identifying information and specific Facility information may be shared with the Department. A list of all executed DG Interconnection Service Agreements will be submitted to the Department annually. Interconnecting Customers may elect to petition the Department to maintain confidentiality with their information, however, the Department is under no obligation to grant this confidentiality.

In an ongoing effort to improve the interconnection process for Interconnecting Customer-owned Facilities, the information provided by Interconnecting Customers and the results of the application process will be aggregated with the information of other applicants and periodically reviewed by a DG Collaborative authorized by the Department consisting of industry participants. The aggregation process will not reveal specific details for any one Interconnecting Customer. In addition to this process, Interconnecting Customers may choose to allow non-identifying information specific to their applications to be shared with the Collaborative by answering "Yes" to the Confidentiality Statement question on the first page of the application form.

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11.0 Insurance Requirements

11.1 General Liability

- 11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW;
 - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except as provided below in subsection 11.1(b).
- 11.1(b) Pursuant to 220 C.M.R. 18.03(2), no insurance is required for customers with facilities eligible for Class I Net Metering (facilities less than or equal to sixty (60) kW). However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1(d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.
- 11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 11.1(f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort

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Claims Act, G.L. c. 258 (hereinafter referred to as the “Governmental Entity”) is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.

- 11.1(g)** Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.
- (i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.
 - (ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to 5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity’s electric bill.

11.2 Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of “A-”. In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause;

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(c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (c) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such –insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with this Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4 Self Insurance

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- a. Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- b. If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

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This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

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Exhibit A – Simplified Process Interconnection Application

Instructions *(please do not submit this page)*

General Information: If you, the Interconnecting Customer, wish to submit an application to interconnect your generating Facility using the Simplified Process (reference Section 3.1 of the Interconnection Tariff for eligibility) please fill out the attached application form completely (not including this page of instructions), including your signature in the space provided. Interconnections that may be eligible for this Simplified Process include UL 1741-Listed inverter-based Facilities that are either (1) connecting to radial electric power systems with power ratings of ≤ 10 kW single-phase or ≤ 25 kW three-phase, or (2) connecting to spot network electric power systems with power ratings of ≤ 15 kW single-phase. Please attach any documentation provided by the inverter manufacturer concerning the UL 1741 listing provided by the manufacturer.

Mail all material to: COMPANY SPECIFIC ADDRESS

The Simplified Process is as follows:

1. Application process:
 - a. Interconnecting Customer submits a Simplified Application filled out properly and completely.
 - b. The electric utility (Company) acknowledges to the Interconnecting Customer receipt of the application within 3 business days of receipt.
 - c. Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
2. Company verifies Facility equipment can be interconnected safely and reliably.
3. If approved, the Company signs the application approval line and sends to the Interconnecting Customer. In certain rare circumstances, the Company may require the Interconnecting Customer to pay for minor System Modifications. If so, a description of work and an estimate will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and payment for the minor System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application approval line and sends to the Interconnecting Customer.
4. Upon receipt of the signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.
5. The Interconnecting Customer returns the Certificate of Completion to the Company.
6. Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. The Interconnecting Customer has no right to operate in parallel (interconnect) until a Witness Test has been performed or has been previously waived on the Application Form. The Company is obligated to complete this Witness Test within 10 business days of the receipt of the Certificate of Completion. If the Company does not inspect in 10 business days or by mutual agreement of the Parties, the Witness Test is deemed waived.
7. Assuming the wiring inspection and/or Witness Test is satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the Witness Test is not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.

Contact Information: You must provide the contact information for the legal applicant (i.e. the Interconnecting Customer). If other parties are responsible for interfacing with the Company, you should provide their contact information as well.

Ownership Information: Please enter the legal names of the owner or owners of the Facility. Include the percentage ownership (if any) by any Company or public utility holding company, or by any entity owned by either.

Generating Facility Information: Please consult an actual electric bill from the Electric Service Company and enter the correct Account Number and Meter Number on this application. If the facility is to be installed in a new location, a temporary number may be assigned by the Electric Company.

Confidentiality Statement: In an ongoing effort to improve the interconnection process for Interconnecting Customers, the information you provide and the results of the application process will be aggregated with the information of other applicants and periodically reviewed by a DG Collaborative of industry participants that

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has been organized by the Massachusetts Department of Public Utilities (DPU). The aggregation process mixes the data together so that specific details for one Interconnecting Customer are not revealed. In addition to this process, you may choose to allow the information specific to your application to be shared with the Collaborative by answering “Yes” to the Confidentiality Statement question on the first page. Please note that even in this case your identification information (contact data) and specific Facility location will not be shared.

UL 1741 Listed? The standard UL 1741, “Inverters, Converters, and Controllers for Use in Independent Power Systems,” addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL 1741. This term “Listed” is then marked on the equipment and supporting documentation.

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Simplified Process Interconnection Application and Service Agreement

Contact Information: Date Prepared: _____
Legal Name and address of Interconnecting Customer (or, Company name, if appropriate)
Customer or Company Name (print): _____ Contact Person, if Company: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information (e.g., system installation contractor or coordinating company, if appropriate):
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor Contact Information (if appropriate):
Name: _____ Telephone: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____

Ownership Information (include % ownership by any electric utility): _____
Confidentiality Statement: "I agree to allow information regarding the processing of my application (without my name and address) to be reviewed by the Massachusetts DG Collaborative that is exploring ways to further expedite future interconnections." Yes ___ No ___

Facility Information:
Address of Facility: _____
City: _____ State: _____ Zip Code: _____
Electric Service Company: _____ Account Number: _____ Meter Number: _____
Inverter Manufacturer: _____ Model Name and Number: _____ Quantity: ____
Nameplate Rating: ____ (kW) ____ (kVA) ____ (AC Volts) Single ___ or Three ___ Phase
System Design Capacity: ____ (kW) ____ (kVA) For Solar PV provide the DC-STC rating: ____ (KW)
Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
Turbine Other _____
Energy Source: Solar Wind Hydro Diesel Natural Gas Fuel Oil
Other _____
IEEE 1547.1 (UL 1741) Listed? Yes _____ No ___
Estimated Install Date: _____ Estimated In-Service Date: _____

Customer Signature
I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions on the following page:
Interconnecting Customer Signature: _____ Title: _____ Date: _____

Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing.

Approval to Install Facility (For Company use only)
Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required (Are system modifications required? Yes ___ No ___ To be Determined ___):
Company Signature: _____ Title: _____ Date: _____
Application ID number: _____ Company waives inspection/Witness Test? Yes ___ No ___

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Terms and Conditions for Simplified Process Interconnections

1. **Construction of the Facility.** The Interconnecting Customer may proceed to construct the Facility once the Approval to Install the Facility has been signed by the Company.
2. **Interconnection and operation.** The Interconnecting Customer may operate Facility and interconnect with the Company's system once the following has occurred:
 - 2.1. **Municipal Inspection.** Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction.
 - 2.2. **Certificate of Completion.** The Interconnecting Customer returns the Certificate of Completion appearing as Attachment 2 to the Agreement to the Company at address noted.
 - 2.3. **Company has completed or waived the right to inspection.**
3. **Company Right of Inspection.** Within ten (10) business days after receipt of the Certificate of Completion, the Company may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Tariff. The Company has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion. If the Company does not inspect in 10 days or by mutual agreement of the Parties, the Witness Test is deemed waived.
4. **Safe Operations and Maintenance.** The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
5. **Access.** The Company shall have access to the disconnect switch (if required) of the Facility at all times.
6. **Disconnection.** The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.
7. **Metering and Billing.** All Facilities approved under this Agreement qualify for net metering, as approved by the Department from time to time, and the following is necessary to implement the net metering provisions:
 - 7.1. **Interconnecting Customer Provides Meter Socket.** The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards.
 - 7.2. **Company Installs Meter.** The Company shall furnish and install a meter capable of net metering within ten (10) business days after receipt of the Certificate of Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.
8. **Indemnification.** Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.
9. **Limitation of Liability.** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
10. **Termination.** This Agreement may be terminated under the following conditions:
 - 10.1. **By Mutual Agreement.** The Parties agree in writing to terminate the Agreement.
 - 10.2. **By Interconnecting Customer.** The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
 - 10.3. **By Company.** The Company may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, or (2) in the event that the Facility impairs the operation of the electric distribution system or service to other customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.
11. **Assignment/Transfer of Ownership of the Facility.** This Agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.
12. **Interconnection Tariff.** These Terms and Conditions are pursuant to the Company's Tariff for the Interconnection of Customer-Owned Generating Facilities, as approved by the Department of Public Utilities and as the same may be amended from time to time ("Interconnection Tariff"). All defined terms set forth in these Terms and Conditions are as defined in the Interconnection Tariff (see Company's website for complete tariff).

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

ATTACHMENT 2

Certificate of Completion for Simplified Process Interconnections

Installation Information:

Check if owner-installed

Customer or Company Name (print): _____ Contact Person, if Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Address of Facility (if different from above): _____

City: _____ State: _____ Zip Code: _____

Electrical Contractor's Name (if appropriate): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

License number: _____

Date of approval to install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

(City/County)

Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection):

Name (printed): _____

Date: _____

As a condition of interconnection you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Company's name below):

Name: _____

Company: _____

Mail 1: _____

Mail 2: _____

City, State ZIP: _____

Fax No.: _____

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Exhibit B – Expedited/Standard Process Interconnection Application

Instructions *(please do not submit this page)*

General Information

If you wish to submit an application to interconnect your generating facility using the Expedited or Standard Process, please fill out all pages of the attached application form (not including this page of instructions). Once complete, please sign, attach the supporting documentation requested and enclose an application fee of \$3/kW (minimum of \$300 and maximum of \$2,500).

Contact Information: You must provide as a minimum the contact information of the legal applicant. If another party is responsible for interfacing with the Company (utility), you may optionally provide their contact information as well.

Ownership Information: Please enter the legal names of the owner or owners of the generating facility. Include the percentage ownership (if any) by any electric service company (utility) or public utility holding company, or by any entity owned by either.

Confidentiality Statement: In an ongoing effort to improve the interconnection process for Interconnecting Customer-owned generating facilities, the information you provide and the results of the application process will be aggregated with the information of other applicants and periodically reviewed by a DG Collaborative of industry participants that has been organized by the Massachusetts Department of Public Utilities (DPU). The aggregation process mixes the data together so that specific details for one Interconnecting Customer are not revealed. In addition to this process, you may choose to allow the information specific to your application to be shared with the Collaborative by answering “Yes” to the Confidentiality Statement question on the first page. Please note that even in this case your identification information (contact data) and specific generating facility location will not be shared.

Generating Facility Information

Account and Meter Numbers: Please consult an actual electric bill from the Electric Service Company and enter the correct Account Number and Meter Number on this application. If the facility is to be installed in a new location, a temporary number may be assigned by the Electric Company.

UL 1741 Listed? The standard UL 1741, “Inverters, Converters, and Controllers for Use in Independent Power Systems,” addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL 1741. This “listing” is then marked on the equipment and supporting documentation.

DEP Air Quality Permit Needed? A generating facility may be considered a point source of emissions of concern by the Massachusetts Department of Environmental Protection (DEP). Therefore, when submitting this application please indicate whether your generating facility will require an Air Quality Permit. You must answer these questions, however, your specific answers will not affect whether your application is deemed complete. Please contact the DEP to determine whether the generating technology planned for your facility qualifies for a DEP waiver or requires a permit.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Generating Facility Expedited/Standard Process Interconnection Application

Contact Information

Date Prepared: _____

Legal Name and address of Interconnecting Customer (or, Company name, if appropriate)

Customer or Company Name: _____ Contact Person, if Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information (e.g. system installation contractor or coordinating company)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Ownership (include % ownership by any electric utility): _____

Confidentiality Statement: "I agree to allow information regarding the processing of my application (without my name and address) to be reviewed by the Massachusetts DG Collaborative that is exploring ways to further expedite future interconnections." Yes _____ No _____

Generating Facility Information

Address of Facility: _____

City: _____ State: _____ Zip Code: _____

Electric Service Company: _____ Account Number: _____ Meter Number: _____

Type of Generating Unit: Synchronous _____ Induction _____ Inverter _____

Manufacturer: _____ Model: _____

Nameplate Rating: _____ (kW) _____ (kVAr) _____ (Volts) Single _____ or Three _____ Phase

Prime Mover: Fuel Cell_ Recip Engine _____ Gas Turb _____ Steam Turb _____ Microturbine _____ PV _____ Other _____

Energy Source: Solar_ Wind _____ Hydro _____ Diesel _____ Natural Gas _____ Fuel Oil _____ Other _____
(Specify)

For Solar PV provide system total DC-STC rating: _____ (KW)

IEEE 1547.1 (UL 1741) Listed? Yes _____ No _____ Need an air quality permit from DEP? Yes_ No _____ Not Sure _____

If "yes", have you applied for it? Yes _____ No _____

Planning to Export Power? Yes _____ No _____

A Cogeneration Facility? Yes _____ No _____

Anticipated Export Power Purchaser: _____

Export Form? Simultaneous Purchase/Sale _____ Net Purchase/Sale _____ Net Metering _____ Other _____
(Specify)

Est. Install Date: _____ Est. In-Service Date: _____ Agreement Needed By: _____

Application Process

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true:

Interconnecting Customer Signature: _____ Title: _____ Date: _____

The information provided in this application is complete:

Company Signature: _____ Title: _____ Date: _____

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Generating Facility Technical Detail

Date: _____

Information on components of the generating facility that are currently Listed:

Equipment Type	Manufacturer	Model	National Standard
1.	—	—	—
2.	—	—	—
3.	—	—	—
4.	—	—	—
5.	—	—	—
6.	—	—	—

Total Number of Generating Units in Facility? _____

Generator Unit Power Factor Rating: _____

Max Adjustable Leading Power Factor? _____ Max Adjustable Lagging Power Factor? _____

Generator Characteristic Data (for all inverter-based machines)

Max Design Fault Contribution Current? _____ Instantaneous _____ or RMS? _____

Harmonics Characteristics: _____

Start-up power requirements: _____

Generator Characteristic Data (for all rotating machines)

Rotating Frequency: _____ (rpm) Neutral Grounding Resistor (If Applicable): _____

Additional Information for Synchronous Generating Units

Synchronous Reactance, X_d : _____ (PU) Transient Reactance, X'_d : _____ (PU)

Subtransient Reactance, X''_d : _____ (PU) Neg Sequence Reactance, X_2 : _____ (PU)

Zero Sequence Reactance, X_0 : _____ (PU) kVA Base: _____

Field Voltage: _____ (Volts) Field Current: _____ (Amps)

Additional information for Induction Generating Units

Rotor Resistance, R_r : _____ Stator Resistance, R_s : _____

Rotor Reactance, X_r : _____ Stator Reactance, X_s : _____

Magnetizing Reactance, X_m : _____ Short Circuit Reactance, X_d'' : _____

Exciting Current: _____ Temperature Rise: _____

Frame Size: _____

Total Rotating Inertia, H : _____ Per Unit on kVA Base: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

Additional information for Induction Generating Units that are started by motoring

Motoring Power: _____ (kW) Design Letter: _____

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Interconnection Equipment Technical Detail

Date: _____

Will a transformer be used between the generator and the point of interconnection? Yes _____ No _____

Will the transformer be provided by Interconnecting Customer? Yes _____ No _____

Transformer Data (if applicable, for Interconnecting Customer-Owned Transformer):

Nameplate Rating: _____ (kVA) Single _____ or Three _____ Phase

Transformer Impedance: _____ (%) on a _____ kVA Base

If Three Phase:

Transformer Primary: _____ (Volts) ___Delta ___ Wye _____ Wye Grounded _____ Other

Transformer Secondary: _____ (Volts) ___Delta ___ Wye _____ Wye Grounded _____ Other

Transformer Fuse Data (if applicable, for Interconnecting Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____

Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____ Load Rating: _____ Interrupting Rating: _____ Trip Speed: _____
(Amps) (Amps) (Cycles)

Interconnection Protective Relays (if applicable):

(If microprocessor-controlled)

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

(If discrete components)

(Enclose copy of any proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (if applicable):

(Enclose copy of Manufacturer's Excitation & Ratio Correction Curves)

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (if applicable):

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

General Technical Detail

Date: _____

Enclose 3 copies of site electrical One-Line Diagram showing the configuration of all generating facility equipment, current and potential circuits, and protection and control schemes with a Massachusetts registered professional engineer (PE) stamp.

Enclose 3 copies of any applicable site documentation that indicates the precise physical location of the proposed generating facility (e.g., USGS topographic map or other diagram or documentation).

Proposed Location of Protective Interface Equipment on Property:
(Include Address if Different from Application Address)

Enclose copy of any applicable site documentation that describes and details the operation of the protection and control schemes.

Enclose copies of applicable schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Please enclose any other information pertinent to this installation.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

ATTACHMENT 2

Certificate of Completion for Expedited/Standard Process Interconnections

Installation Information:

Check if owner-installed

Customer or Company Name (print): _____ Contact Person, if Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Address of Facility (if different from above): _____

City: _____ State: _____ Zip Code: _____

Electrical Contractor's Name (if appropriate): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

License number: _____

Date of approval to install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

(City/County)

Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection):

Name (printed): _____

Date: _____

As a condition of interconnection you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Company's name below):

Name: _____

Company: _____

Mail 1: _____

Mail 2: _____

City, State ZIP: _____

Fax No.: _____

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Exhibit C – Supplemental Review Agreement

This Agreement, dated _____, is entered into by and between _____ (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting a Supplemental Review relative to the Expedited Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Supplemental Review pertains to Application Number _____ (the Interconnecting Customer’s application ID number).

If the Supplemental Review determines the requirements for processing the application through the Expedited Process including any System Modifications, then the modification requirements, reasoning, and costs for these modifications will be identified and included in an executable Interconnection Service Agreement sent to the Interconnecting Customer for execution. If the Supplemental Review does not determine the requirements, it will include a proposed Impact Study Agreement as part of the Standard Process which will include an estimate of the cost of the study.

The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Supplemental Review not already provided in the Interconnecting Customer’s application.

All work pertaining to the Supplemental Review that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.

The Company shall perform the Supplemental Review for a fee not to exceed \$1,250. The Company anticipates that the Supplemental Review will cost \$____. No work will be performed until payment is received.

Please indicate your acceptance of this Agreement by signing below.

Interconnecting Customer

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Exhibit D – Impact Study Agreement

This Agreement, dated _____, is entered into by and between _____ (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting an Impact Study relative to the Standard Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Impact Study pertains to Application Number _____ (the Interconnecting Customer’s application ID number).

1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer’s application.
2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
3. Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Impact Study without the Interconnecting Customer’s consent to have the other studies conducted.
4. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within $\pm 25\%$) and a Detailed Study Agreement and its estimated cost.
5. Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer’s proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer’s risk.
6. The Impact Study fee of \$XX (except as noted below) is due in full prior to the execution of the Impact Study. If the anticipated cost exceeds \$25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to the Impact Study Agreement.
7. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company’s costs for the work shall be subject to the Interconnecting Customer’s consent. The Interconnecting Customer shall, within thirty (30) days of the Company’s notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

8. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 10 below.
9. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
10. Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer.
11. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
12. This agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.
13. All amendments to this Agreement shall be in written form executed by both Parties.
14. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
15. This Agreement will remain in effect for a period of up to two years from its effective date.
16. This Agreement may be terminated under the following conditions.
 - a) The Parties agree in writing to terminate the Agreement.
 - b) The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

- c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff.

Interconnecting Customer:

Company:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Exhibit E – Detailed Study Agreement

This Agreement, dated _____, is entered into by and between _____ (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting an Detailed Study relative to the Standard process as defined in Section 1 and outlined in Section 3 of the Interconnection Tariff. This Detailed Study pertains to Application Number _____ (the Interconnecting Customer’s application ID number).

1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Detailed Study not already provided in the Interconnecting Customer’s application.
2. All work pertaining to the Detailed Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
3. Where there are other Affected Systems identified by the Impact Studies, and no single Party is in a position to prepare a Detailed Study covering all Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the System Modifications of the interconnection request on other Affected Systems. The Interconnecting Customer will be directly responsible to the Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the Affected Systems. The Company will not proceed with this Detailed Study without the Interconnecting Customer’s consent to have the other studies conducted.
4. The Company will provide an estimate of the costs of the System Modifications required as a result of the Detailed Study.
5. The Detailed Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer’s proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer’s risk.
6. The Detailed Study fee of \$XX (except as noted below) is due in full prior to the execution of the Detailed Study. If the anticipated cost exceeds \$25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to the Detailed Study Agreement.
7. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company’s costs for the work shall be subject to the Interconnecting Customer’s consent. The Interconnecting Customer shall, within thirty (30) days of the Company’s notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer’s cost responsibility under the Interconnection Service Agreement for the actual cost of such

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

8. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 9 below.
9. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
10. Except as the Commonwealth is precluded from pledging credit by Section of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to information supplied by the Interconnecting Customer.
11. This agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.
12. All amendments to this Agreement shall be in written form executed by both Parties.
13. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
14. This Agreement will remain in effect for a period of up to two years from its effective date.
15. This Agreement may be terminated under the following conditions.
 - a) The Parties agree in writing to terminate the Agreement.
 - b) The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.
 - c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff.

Interconnecting Customer:

Company:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Exhibit F – Interconnection Service Agreement

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of _____ (“Effective Date”) is entered into, by and between _____, a Massachusetts corporation with a principal place of business at _____ (hereinafter referred to as the “Company”), and _____, a _____ corporation with a principal place of business at _____ (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at _____ (Facility name, address, and end-use customer account number, if applicable). A description of the Facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit G to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized (“Authorization Date”).

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.

4. **Termination.**

4.1 This Agreement may be terminated under the following conditions.

4.1.1 The Parties agree in writing to terminate the Agreement.

4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company’s ability to perform its obligations under the terms of this Agreement.

4.2 **Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3 **Related Agreements.** Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. **General Payment Terms.** The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 4 of this Agreement and any approved cost increases

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 4 will include a payment and construction schedule for both parties.

5.1 Cost or Fee Adjustment Procedures. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

5.2 Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

6. Operating Requirements

6.1 General Operating Requirements. Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of the Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2 No Adverse Effects; Non-interference. Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

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6.3 Safe Operations and Maintenance. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4 Access. The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1 Company and Interconnecting Customer Representatives. Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4.2 Company Right to Access Company-Owned Facilities and Equipment. If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

6.4.3 Right to Review Information. The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1 Temporary Disconnection

7.1.1 Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

7.1.2 Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

7.1.3 Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may

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interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

7.1.4 Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

7.1.5 Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

7.1.6 Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2 Permanent Disconnection. The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

7.2.1 The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

- 8. Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
- 9. Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
- 10. Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.
- 11. Insurance Requirements.**

11.1 General Liability.

- 11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;

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- iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;

Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except as provided below in subsection 11.1(b).

- 11.1(b) Pursuant to 220 C.M.R. 18.03(2), no insurance is required for customers with facilities eligible for Class I Net Metering (facilities less than or equal to sixty (60). However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1(d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.
- 11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 11.1(f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.
- 11.1(g)** Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.
 - (i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.
 - (ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to 5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for

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such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

11.2 Insurer Requirements and Endorsements. All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (c) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3 Evidence of Insurance. Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4 Self Insurance. If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

11.5 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

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[Company Name]

Attention: _____

_____ (specific requirements)

- 12. Indemnification.** Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
- 13. Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 14. Amendments and Modifications.** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
- 15. Permits and Approvals.** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the interconnecting customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.
- 16. Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event:
- a. that is beyond the reasonable control of the affected Party; and
 - b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

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17. Notices.

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: Name _____
Attention: _____

Phone: _____
FAX: _____

If to Interconnecting Customer: Name: _____
Address: _____
City: _____
Phone: _____
FAX: _____

17.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 16.1.

17.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18. Default and Remedies

18.1 Defaults. Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2 Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

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- 19. Entire Agreement.** This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.
- 20. Supercedence.** In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.
- 21. Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 22. Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 23. Counterparts.** This Agreement may be signed in counterparts.
- 24. No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
- 25. Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
- 26. Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
- 27. Signatures.** IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

	Interconnecting Customer		Company
By:	SAMPLE _____	By:	SAMPLE _____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

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The following attachments would be developed and included as appropriate for each specific Interconnection Service Agreement:

Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling

Attachment 2: Description of System Modifications

Attachment 3: Costs of System Modifications and Payment Terms

Attachment 4: Special Operating Requirements, if any

Attachment 5: Agreement between the Company and the Company's Retail Customer (to be signed by the Company's retail customer where DG installation and interconnection will be placed, when retail customer is not the owner and/or operator of the distributed generation facility -- see Exhibit G of the Interconnection Tariff)

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**Exhibit G – Agreement between the Company
and the Company's Retail Customer**

(Note: this Agreement is to be signed by the Company's retail customer where the distributed generation installation and interconnection will be placed, when the retail customer is not the owner and/or operator of the distributed generation facility.)

Parties. This Agreement between the Company and the Company's Retail Customer ("Agreement"), dated as of _____ ("Effective Date" of this Agreement) is entered into, by and between _____, a Massachusetts corporation with a principal place of business at _____ (hereinafter referred to as the "Company"), and _____, a _____ corporation with a principal place of business at _____ ("Customer"). (The Company and Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff, which is hereby incorporated by reference.

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the Interconnection Service Agreement identified in Section 2.2, allows the Interconnecting Customer (as identified in Section 2.3) to utilize Customer's electrical facilities to interconnect and operate the Facility in Parallel with Company's EPS. The purpose of the Facility is to serve the Customer's electrical loads at the location identified in Section 2.1

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

2.1 The name and address used by Company to locate the Customer or electric service account where the Facility interconnects with Company's EPS is:

Attention:
Address:
City:
Phone
FAX:
Company Account Number:

2.2 The Facility shall be Interconnected with the Company's EPS pursuant to an Interconnection Service Agreement between Company and Interconnecting Customer, its successors or assigns ("Interconnecting Customer") dated _____ ("Interconnection Service Agreement").

2.3 Interconnecting Customer's contact information:

Attention:
Address:
City:
Phone
FAX:

3. CUSTOMER ACKNOWLEDGMENT AND OBLIGATIONS

3.1 Customer acknowledges that it has authorized the Facility to be installed and operated by Interconnecting Customer in accordance with Company's Interconnection Tariff in or adjacent to Customer's premises. Such Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by Company at the location identified in Section 2.1 above. Customer shall be solely responsible for the terms of any agreement between it and Interconnecting Customer.

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- 3.2 Customer shall be solely responsible for any charges incurred under Company's electric service tariffs, and any other regulations and laws governing the provision of electric services. Customer acknowledges that it has been made aware of the charges and conditions related to the operation of the Facility and that the performance or lack of performance of the Facility may affect the rates and charges billed by Company for the electric power delivered to Customer. Copies of such tariffs are available by request to Company or on the Company's web site.
- 3.3 Any amount to be paid, or refunded to, Company for the services received by Customer as a result of the Interconnecting Customer failing to operate the Facility in accordance with the terms of the representations and warranties made under the Interconnection Service Agreement shall be paid to Company by the Customer in accordance with Company's electric tariffs.
- 3.4 Customer shall provide access as necessary to the Customer's premises for Company personnel, contractors or agents to perform Company's duties under the Interconnection Tariff. The Company shall have access to the disconnect switch of the Facility at all times.

4. TERMS AND TERMINATION

- 4.1 This Agreement shall become effective as of the date referenced in the preamble. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) At 12:01 A.M. on the day following the date the Customer's electric service account through which the Generating Facility is interconnected to Company's EPS is closed or terminated.
 - (c) At 12:01 A.M. on the 31st day following the date the Interconnection Service Agreement is terminated.
 - (d) At 12:01 A.M. on the 61st day after Company provides written Notice pursuant to Section 6 below to the Customer that Customer is not in compliance with the terms of this Agreement.

5. LIMITATION OF LIABILITY

- 5.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 5.2 Company shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from existence of, operation of, or lack of operation of the Facility, or termination of the Interconnection Service Agreement, provided such termination is consistent with the terms of the Interconnection Service Agreement, except to the extent such loss or damage is caused by the negligence or willful misconduct of the Company.

6. NOTICES

- 6.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

If to Company: _____

Attention:
Address:
Phone:
FAX:

If to Customer: _____

Attention:
Address:
City:
Phone:
Fax:

- 6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.
- 6.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

7. RELEASE OF DATA

Company shall maintain confidentiality of all Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved in writing by the Customer.

8. ASSIGNMENT

Except as provided herein, Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

9. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF COMPANY'S TARIFFS, DEFINED TERMS

- 10.1 This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 10.2 The interconnection and services provided under this Agreement shall at all times be subject to terms and conditions set forth in the tariffs applicable to the electric service provided by Company. Copies of such tariffs are available at the Company's web site or by request to Company and are incorporated into this Agreement by this reference.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

- 10.3 Notwithstanding any other provisions of this Agreement, Company shall have the right to unilaterally file with the Department, pursuant to the Department's rules and regulations, an application for change in tariffs, rates, charges, classification, service or any agreement relating thereto.
- 10.4 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in the Interconnection Tariff.

11. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

12. ENTIRE AGREEMENT

This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Service Agreement and the Interconnection Tariff. Together this Agreement, the Interconnection Service Agreement, and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

13. INDEMNIFICATION

Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

14. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed under seal by their duly authorized representatives.

Customer
By: _____
Name: _____
Title: _____

Company
By: _____
Name: _____
Title: _____

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Schedule Z – Additional Information Required for Net Metering Service

Please fill out the form completely.

A) Is the Host Customer applying for net metering service an electric company, generation company, aggregator, supplier, energy marketer, or energy broker, as those terms are used in M.G.L. c. 164, §§ 1 and 1F and 220 C.M.R. 11.00?

No

Yes (you are not eligible for net metering service)

NOTE: Definitions are:

“Electric company” means a corporation organized under the laws of the commonwealth for the purpose of making by means of water power, steam power or otherwise and for selling, transmitting, distributing, transmitting and selling, or distributing and selling, electricity within the commonwealth, or authorized by special act so to do, even though subsequently authorized to make or sell gas; provided, however, that electric company shall not mean an alternative energy producer; provided further, that a distribution company shall not include an entity which owns or operates a plant or equipment used to produce electricity, steam and chilled water, or an affiliate engaged solely in the provision of such electricity, steam and chilled water, where the electricity produced by such entity or its affiliate is primarily for the benefit of hospitals and nonprofit educational institutions, and where such plant or equipment was in operation before January 1, 1986; and provided further, that electric company shall not mean a corporation only transmitting and selling, or only transmitting, electricity unless such corporation is affiliated with an electric company organized under the laws of the commonwealth for the purpose of distributing and selling, or distributing only, electricity within the commonwealth. G.L. c. 164, § 1.

“Generation company” means a company engaged in the business of producing, manufacturing or generating electricity or related services or products, including but not limited to, renewable energy generation attributes for retail sale to the public. G.L. c. 164, § 1.

“Aggregator” means an entity which groups together electricity customers for retail sale purposes, except for public entities, quasi-public entities or authorities, or subsidiary organizations thereof, established under the laws of the commonwealth. G.L. c. 164, § 1.

“Supplier” means any supplier of generation service to retail customers, including power marketers, brokers and marketing affiliates of distribution companies, except that no electric company shall be considered a supplier. G.L. c. 164, § 1.

For the terms “energy marketer” and “energy broker,” please use the definition for “Electricity Broker,” which means an entity, including but not limited to an Aggregator, that facilitates or otherwise arranges for the purchase and sale of electricity and related services to Retail Customers, but does not sell electricity. Public Aggregators shall not be considered Electricity Brokers. 220 C.M.R. 11.02.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

B) If applying for Net Metering as an Agricultural Net Metering Facility, please answer the following questions:

- 1) Is the Agricultural Net Metering Facility operated as part of an agricultural business?
 Yes
 No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)
- 2) Has the Commissioner of the Department of Agriculture recognized the business as an agricultural business?
 Yes
 No
- 3) Is the Agricultural Net Metering Facility located on land owned or controlled by the agricultural business mentioned in Item B.1 above?
 Yes
 No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)
- 4) Is the energy from the Agricultural Net Metering Facility used to provide electricity to metered accounts of the agricultural business mentioned in Item B.1 above?
 Yes
 No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)

C) If applying for neighborhood net metering, please answer the following questions:

- 1) Are all participants served by the same distribution company? Yes No
- 2) Are all participants served by the same ISO-NE load zone? Yes No
- 3) Do all participants reside in the same municipality? Yes No

NOTE: If any of the answers to the questions in Item C are no, then the facility is ineligible for neighborhood net metering unless granted an exception by the Department of Public Utilities under 220 C.M.R. 18.09(6).

D) Please indicate how the Host Customer will report to the Company the amount of electricity generated by the net metering facility. The information is due twice each year: (1) by January 31 for the prior year's generation; (2) by September 30 for the year-to-date generation:

- Provide the Company access to their ISO-NE GIS account
 Provide the Company access to their metering or inverter data
 Provide the Company with a report in writing of the generation by January 31 and again on September 30 each year

E) For any Billing Period in which the Host Customer earns Net Metering Credits, please indicate how the Distribution Company will apply them:

- Apply all of the Net Metering Credits to the account of the Host Customer (Skip Items F and G)
 Allocate all the Net Metering Credits to the accounts of eligible Customers (Class I and II Net Metering Facilities skip Item F)
 Both apply a portion of the Net Metering Credits to the Host Customer's account and allocate a portion to the accounts of eligible Customers (Class I and II Net Metering Facilities skip Item F)

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

F) If the Host Customer has a Class III Net Metering Facility, please indicate below the range that best represents the number of eligible Customer accounts to which Net Metering Credits would be allocated. Alternatively, please complete Item G. This information will allow the Company to exercise its option to purchase Net Metering Credits from the Host Customer rather than allocating such credits.

The Company will notify the Host Customer within 30 days of the filing of Schedule Z whether it will allocate or purchase Net Metering Credits. If the Company elects to purchase Net Metering Credits, the Company will render payment by issuing a check to the Host Customer each Billing Period, unless otherwise agreed in writing by the Host Customer and Company. If the Company elects to allocate Net Metering Credits, the Host Customer must complete Item G and submit the revised Schedule Z to the Company.

- _____ Allocate Net Metering Credits to fewer than 50 eligible Customer accounts (Skip Item G)
- _____ Allocate Net Metering Credits to 100 or fewer eligible Customer accounts (Skip Item G)
- _____ Allocate Net Metering Credits to more than 100 eligible Customer accounts (Skip Item G)

G) Please state the total percentage of Net Metering Credits to be allocated.

_____ % Amount of the Net Metering Credit being allocated. The total amount of Net Metering Credits being allocated shall not exceed 100 %. Any remaining percentage will be applied to the Host Customer's account.

Please identify each eligible Customer account to which the Host Customer is allocating Net Metering Credits by providing the following information (attach additional pages as needed):

NOTE: If a designated Customer account closes, the allocated percentage will revert to the Host Customer's account, unless otherwise mutually agreed in writing by the Host Customer and the Company.

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

Name:
Billing Address:
Account number:
Amount of the Net Metering Credit: ____%

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

H) The Company may elect to seek to obtain capacity payments from ISO-NE for the electricity generated by Class II and III Net Metering Facilities. The Company will notify the Host Customer within 30 days of the filing of Schedule Z whether it will assert title to the right to seek those capacity payments. If the Company elects to assert title to those capacity payments, the Company will include any capacity payments received from ISO-NE in the Company's annual Net Metering Recovery Surcharge reconciliation.

I) The terms of this Schedule Z shall remain in effect unless and until the Host Customer executes a revised Schedule Z and submits it to the Company. Unless otherwise required herein or mutually agreed to in writing by the Host Customer and the Company, a revised Schedule Z shall not be submitted more than twice in any given calendar year.

J) A signature on the application shall constitute certification that (1) the Host Customer has read the application and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the Host Customer; and (3) the Host Customer possesses full power and authority to sign the application.

Host Customer

Date

MASSACHUSETTS ELECTRIC COMPANY/NANTUCKET ELECTRIC COMPANY
ENERGY EFFICIENCY PROVISION

All Customers receiving Retail Delivery Service from Massachusetts Electric Company and Nantucket Electric Company (together “the Company”) will be charged a base Energy Efficiency (“EE”) Charge of 0.250¢ per kWh pursuant to G.L. c. 25, § 19(a).

This charge shall fund energy efficiency activities of the Company, including, but not limited to, demand side management programs. Such activities shall be reviewed and approved by the Department of Public Utilities (“M.D.P.U.” or “Department”).

Energy Efficiency Reconciling Factors (“EERF”)

G.L. c. 25, § 19(a) requires that, in addition to the base EE Charge, energy efficiency programs shall also be funded, without further appropriation, by (1) amounts generated by the distribution companies and municipal aggregators under the Forward Capacity Market program administered by the Independent System Operator-New England, as defined in § 1 of Chapter 164; (2) cap and trade pollution control programs, including , but not limited to, and subject to § 22 of Chapter 21A, not less than 80 per cent of amounts generated by the carbon dioxide allowance trading mechanism established under the Regional Greenhouse Gas Initiative Memorandum of Understanding, as defined in subsection (a) of § 22 of Chapter 21A, and the NOx Allowance Trading Program; and (3) other funding as approved by the M.D.P.U.

The Company’s annual EERFs are designed to collect the estimated incremental costs of the Company’s proposed EE programs for the year which represents those costs that are in excess of the expected funding. For billing purposes, the EERFs will be included with the EE Charge on all retail delivery service customers’ bills.

In addition, on an annual basis, the Company shall reconcile its total actual expenditures, including performance based shareholder incentives, incurred to implement the EE programs approved by the M.D.P.U. for the current program year against the total funding available to offset these costs, and the excess or deficiency shall be refunded to, or collected from, customers through the EERF implemented for the subsequent year. Any positive or negative balance will accrue interest calculated at the rate in effect for customer deposits.

The EERF will be calculated separately for each customer sector. For purposes of this calculation, customer sectors are defined as follows:

Residential (Rates R-1 and R-4)

Residential Low Income (Rate R-2)

Commercial and Industrial (Rates G-1, G-2, G-3 and all Street Lighting rates).

Specifically, the EERF for each customer sector will be calculated as:

$$EERF_x = (EEE_x + LBR - EEC_x - OR_x + PPRA_{x-1} + I_x) / FkWh_x,$$

where

$EERF_x$ = The annual Energy Efficiency Reconciling Factor for year “x” for each customer sector

EEE_x = The forecasted total Energy Efficiency expenditures for year “x”, by customer sector, as included in the Company’s Energy Efficiency plan budget, including program planning and administration costs; marketing costs; sales costs; technical assistance and training costs; evaluation and market research costs; and performance incentives

LBR = The Lost Base Revenues for 2009 for each customer sector as determined by multiplying: (a) annual incremental kWh savings resulting from Energy Efficiency programs as approved by the Department by (b) the respective rate category recovery rate, both as approved by the Department from time to time.

EEC_x = The forecasted revenues collected from the EE Charge for year “x” for each customer sector

OR_x = Forecasted Other Revenues for year “x” to be collected by the Company under the Forward Capacity Market program administered by ISO-NE, as defined in Section 1 of G.L. Chapter 164; the cap and trade pollution control programs, including, but not limited to, and subject to Section 22 of G.L. Chapter 21A, not less than 80 per cent of amounts generated by the carbon dioxide allowance trading mechanism established under the Regional Greenhouse Gas Initiative Memorandum of Understanding, as defined in subsection (a) of Section 22 of G.L. Chapter 21A, and the NOx Allowance Trading Program; or any other funding as approved by the Department for Energy Efficiency programs. OR_x will be allocated to each customer sector in proportion to the sector’s kWh consumption;

$PPRA_{x-1}$ = The Past Period Reconciliation Amount for each customer sector defined as the difference between (a) the amounts actually expended for the previous years for Energy Efficiency programs as approved by the Department and (b) the revenues actually collected in previous years for Energy Efficiency programs as approved by the Department. Interest calculated on the average monthly balance using the customer deposit rate, as outlined in 220 CMR 26.09, shall also be included in the PPRA. The rate of interest, effective February 1st each year, shall be the equivalent of the rate paid on two-year, United States Treasury notes for the preceding 12 months ending December 31.

I_x = The estimated interest for the forecast year “x”.

$FkWh_x$ = The Forecasted kWh defined as the forecasted amount of electricity to be distributed to the Company’s distribution customers for the year “x” for each customer sector. For purposes of calculating the Low Income EERF, forecasted kWh will be defined as total company-wide (i.e the sum of all customer sectors) kWh sales.

The EERF applicable to the Residential and the Commercial and Industrial sectors will be the sum of those individual sector EERFs, as calculated above, plus the Low Income EERF.

The Company will file its EERFs on or before March 1 of each year for effect May 1. Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Department setting forth the amount of the increase or decrease and the new Energy Efficiency Reconciling Factor amounts.

This provision is applicable to all Retail Delivery Service rates of the Company. The operation of this Energy Efficiency Provision is subject to Chapter 164 of the General Laws.

Issued: February 1, 2010

Issued by:
Thomas B. King
President

Effective: May 1, 2010