NSTAR ELECTRIC
COMMONWEALTH ELECTRIC COMPANY

SCHEDULE OF RATES

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DEFAULT SERVICE

DEFINITIONS

"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 Standard Offer Service and 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 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 either Generation Service from a Competitive Supplier or Standard Offer Service, in accordance with the provisions set forth in this tariff.

"Distribution Company" or "Company" shall mean Commonwealth 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.

"M.D.T.E." shall mean the Massachusetts Department of Telecommunications and Energy.

"Retail Access Date" shall mean March 1, 1998.

DEFAULT SERVICE

AVAILABILITY

Default Generation Service ("Default Service") shall be available to any Customer who is not receiving Standard Offer Service and who, for any reason, is not receiving Generation Service from a Competitive Supplier. Service under this rate to any Customer is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

APPLICABILITY

Electricity delivered under this Rate Schedule shall be used solely by the Customer on the Customer's own premises for all purposes.

CHARACTER OF SERVICE

Electric service delivered hereunder shall be single or three phase, alternating current, at a nominal frequency of sixty hertz, and at a locally available primary or secondary distribution voltage.

INITIATION OF DEFAULT SERVICE

Default 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 Default Service. In this instance, Default Service shall be initiated within two (2) business of such notification for residential Customers. For other Customers, Default 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, Default 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, Default 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

DEFAULT SERVICE

INITIATION OF DEFAULT SERVICE (continued)

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, Default 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, Default 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 after the Retail Access Date who has not affirmatively chosen a Competitive Supplier.

DEFAULT SERVICE RATES

a) Two Rate Options

There are two rate options available to Customers on Default Service. The Supplemental Schedule to this tariff sets forth the rate options for each rate class for the specified 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 specified period upon approval by the Department.

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 section (c) and (d) below:

(i) residential Customers in rate classes R-1, R-2, R-3, R-4, R-5 and R-6.

(ii) small commercial & industrial Customers in rate classes G-1, G-4, G-5, G-6 and G-7.

DEFAULT SERVICE

b) Initial Applicable Option (continued)

The following Customers will automatically be placed by the Company on the Variable Price Option, unless they otherwise make an election under section (c) and (d) below:

(i) large commercial & industrial Customers in rate classes G-2 and G-3.

(ii) Streetlighting Customers in rate classes S-1 and S-2.

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 Default Service unless and until they begin taking Generation Service from a Competitive Supplier. Default Service Customers may make this election at the time they are first placed on Default 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 Company will switch the Customer to the elected option on the next scheduled meter read date after receiving notice from the Customer, provided that the Company has received notice no later than two (2) 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 Supplemental Schedule

The Company will file a new Supplemental Schedule for the upcoming pricing period prior to the expiration of the current period for which prices have been approved by the Department.

f) Calculation of Fixed and Variable Pricing Option

The Company calculates the Fixed and Variable Pricing Options based on the winning bid(s) accepted by the Company from suppliers. The Variable Price Option represents the actual monthly price from the applicable winning bid(s) for each month of the period. The Fixed Price Option represents a weighted average of the applicable monthly variable price bids for the period.

DEFAULT SERVICE

g) Billing Adjustment when Leaving Default Service

Customers receiving Default Service under the Fixed Price Option who leave Default 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 pricing period. Specifically, the billing adjustment shall be based on the difference between the rate under the Fixed Price Option for the last applicable pricing period during which the Customer was on Default 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.

Default Service Costs Adder

Effective January 1, 2006, the Default Service rates will include the Default Service Costs Adder.

The Default Service Costs Adder shall include the following costs associated with Default Service:

A. Default Bad Debt Costs, calculated as follows,

Default Service Bad Debt Costs = Bad Debt Expense * Allocation Factor

where:

Default Service Bad Debt Expense is the forecast bad debt expense for the year

The Allocation Factor is the ratio of forecast Default Service Retail Revenues to forecast total retail revenues for the year.

The billed Default Service bad debt expense will be compared to the actual Default Service bad debt expense each year and the over or under collection will be flowed back or collected from customers, respectively, in the following year with a carrying charge at the Company's customer deposit rate.

B. Administrative cost of compliance with Massachusetts Renewable Energy Portfolio Standard, 225 CMR 14. Annually, these costs shall be $695.

C. Cost of the design and implementation of competitive bidding process, including evaluation of supplier bids and contract negotiations, and ongoing administration and execution of contracts with suppliers, including accounting activities necessary to track payments made to

DEFAULT SERVICE

suppliers. Annually, these costs shall be $27,965.

D. Cost of compliance with MDTE's regulatory requirements including required communication with Default Service customers pursuant to 220 CMR 11.06. Annually, these costs shall be $28,293.

Annually, the costs in B., C. and D. above sum to $56,953 and shall be fixed until the next general distribution rate case in which the Company proposes or the MDTE directs the removal of Default Service-related costs, or unless otherwise proposed to be adjusted by the Company, subject to approval by the MDTE. However, at such time that the migration of the Company's customers from Default Service to competitive supply increases to a significant level as compared to the level at the time these costs were developed, the costs detailed above may be adjusted to reflect the decline in Default Service customers.

BILLING

Each Customer receiving Default Service shall receive one bill from the Company, reflecting unbundled charges for their electric service.

TERMINATION OF DEFAULT SERVICE

Default 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 Company receives the notice of initiation of Generation Service by the Competitive Supplier fewer than two days before the Customer's next scheduled meter read date, Default Service shall be terminated concurrent with the Customer's subsequent scheduled meter read date.

There shall be no fee for terminating Default Service.

DEFAULT SERVICE

SUPPLEMENTAL SCHEDULE – TARIFF FOR DEFAULT SERVICE

In accordance with the terms of the Default Service tariff, the rates for Default Service for Customers receiving such service from the Company are listed below. All rates will be applied as a cents/kwh charge, for usage on and after the first day of each calendar month.

FOR THE PERIOD JANUARY 1, 2006 THROUGH JUNE 30, 2006

Residential (Rates R1, R2, R3, R4, R5 and R6)

Fixed Price Option: 11.205 cents per kilowatt-hour.

Variable Price Option:

Jan	Feb	Mar	Apr	May	Jun
14.026	13.761	11.258	9.060	8.829	9.062

Small Commercial & Industrial (Rates G1, G4, G5, G6 and G7)

Fixed Price Option: 11.011 cents per kilowatt-hour.

Variable Price Option:

Jan	Feb	Mar	Apr	May	Jun
13.932	13.725	11.270	9.098	8.880	9.211

Large Commercial & Industrial (Rates G2 and G3)

Fixed Price Option: 16.251 cents per kilowatt-hour.

Variable Price Option:

Jan	Feb	Mar
17.536	17.390	13.880

Street Lighting /Area Lighting (Rates S1 and S2)

Fixed Price Option: 11.011 cents per kilowatt-hour.

Variable Price Option:

Jan	Feb	Mar	Apr	May	Jun
13.932	13.725	11.270	9.098	8.880	9.211

DEFAULT SERVICE

Default Service Costs Adder

The above listed prices include a Default Service Costs Adder of 0.041 cents per kilowatt-hour

DEFAULT SERVICE ADJUSTMENT

The prices for Retail Delivery Service contained in all the rates of the Company are subject to adjustments to reflect the power purchase costs incurred by the Company in arranging Default Service, which costs are not recovered from Customers through the Default Service rate charged to Default Service Customers.

On a annual basis, the Company shall reconcile its total cost of purchased power for default service supply against its total default service revenue, and the excess or deficiency shall be refunded to, or collected from, Customers on a per kilowatt-hour basis over the following twelve (12) months, with interest. Such a per kWh charge or credit is referred to as the Default Service Adjustment Factor. For purposes of the above reconciliation, total purchased power revenues shall mean all revenues collected from Default Service Customers through the Default Service rate for the applicable twelve (12) month reconciliation period together with payments or credits from suppliers. If there is a positive or negative balance in the then current Default Service Adjustment account outstanding from the prior period, the balance shall be credited against or added to the new reconciliation amount, as appropriate, in establishing the Default Service Adjustment Factor for the new reconciliation period.

The rate for the Default Service Cost Adjustment Factor, effective January 1, 2006, shall be equal to $0.00506 per kilowatt-hour.

The calculation of the Default Service Adjustment Factor shall be subject to the review and approval of the Department of Telecommunications and Energy.

This provision is applicable to all Retail Delivery Service rates of the Company.

Filed Pursuant to Order of the
Massachusetts Department of Telecommunications and Energy
Issued February 27, 1998 in D.P.U./D.T.E. 97-111

RESIDENTIAL

RATE R-1

AVAILABILITY

This rate is available for all domestic uses in a single private dwelling, in an individual apartment or in a residential condominium. Service under this rate to residential condominiums is available to the extent permitted by applicable regulations of the Massachusetts Department of Telecommunications and Energy. Service under this rate shall be Annual or Seasonal as hereinafter defined and is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltages under this rate schedule. As available and at the Company's option, such service shall be single-phase at approximately 120/240 or 120/208 volts.

RATE PER MONTH (ANNUAL)

Annual Service:

Annual service is defined as service where the kilowatt-hours used in the billing months ending between June 1st and September 30th are less than the kilowatt-hours used by the same Customer during the other eight billing months of the calendar year.

Delivery Services:

Customer Charge:	$3.73 per month
Distribution:	4.492 cents per kilowatt-hour
Transition:	2.421 cents per kilowatt-hour
Transmission:	0.695 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

RESIDENTIAL

RATE R-1

RATE PER MONTH (ANNUAL) (continued)

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RATE PER MONTH (SEASONAL)

Seasonal Service:

Seasonal service is defined as service where the kilowatt-hours used in the billing months ending between June 1st and September 30th are more than the kilowatt-hours used by the same Customer during the other eight billing months of the calendar year.

Delivery Services:

Customer:	$3.73	per month
Distribution:	7.914	cents per kilowatt-hour
Transition:	2.421	cents per kilowatt-hour
Transmission:	1.370	cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

A Customer requesting a reconnection of service at a location where service to such Customer was terminated at the Customer's request during the prior 12 months shall pay a minimum charge for the first billing month after reconnection equal to the charges for regular service described above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) a reconnection charge of $50.

RESIDENTIAL

RATE R-1

RATE PER MONTH (SEASONAL OPTIONAL)

Customers taking Seasonal Service under this rate schedule and who guarantee to pay minimum charges of $10.93 per month in each month of the year may elect to be billed in accordance with the Annual Rate hereof.

A Customer requesting a reconnection of service at a location where service to such Customer was terminated at the Customer's request during the prior twelve months shall pay a minimum charge for the first billing month after reconnection equal to the charges for regular service described above plus: (1) the sum of the $10.93 for each month during which service was not taken, and (2) a reconnection charge of $50.00.

RATE ADJUSTMENTS

The charges for delivery service provided above under Annual, Seasonal and Seasonal Optional, shall be subject to the following:

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

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

TERM

Service shall continue until terminated on 3 business days' notice by the Customer.

RESIDENTIAL ASSISTANCE

RATE R-2

AVAILABILITY

Upon written application, this rate is available for all domestic uses in a single private dwelling, in an individual apartment or in a residential condominium to any Customer meeting the qualifications stated in the special provisions section of this rate. Service under this rate to residential condominiums is available to the extent permitted by applicable regulations of the Massachusetts Department of Telecommunications and Energy (the "M.D.T.E."), shall be Annual or Seasonal as hereinafter defined and is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

The Company will guarantee the Customer's payment to its designated supplier up to the prices that the Company charges to Customers for Standard Offer Service in accordance with the regulations established by the M.D.T.E. at 220 C.M.R. 11.05(3)(c).

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltages under this rate schedule. As available and at the Company's option, such service shall be single-phase at approximately 120/240 or 120/208 volts.

RATE PER MONTH (ANNUAL)

Annual Service:

Annual service is defined as service where the kilowatt-hours used in the four billing months ending between June 1st and September 30th are less than the kilowatt-hours used by the same Customer during the other eight months of the calendar year.

Delivery Services:

Customer Charge:	$2.21 per month
Distribution:	1.932 cents per kilowatt-hour
Transition:	2.418 cents per kilowatt-hour
Transmission:	0.695 cents per kilowatt-hour

RESIDENTIAL ASSISTANCE

RATE R-2

RATE PER MONTH (ANNUAL) (continued)

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RATE PER MONTH (SEASONAL)

Seasonal Service:

Seasonal service is defined as service where the kilowatt-hours used in the four billing months ending between June 1st and September 30th are more than the kilowatt-hours used by the same Customer during the other eight months of the calendar year.

Delivery Services:

Customer:	$2.21	per month
Distribution:	3.864	cents per kilowatt-hour
Transition:	2.418	cents per kilowatt-hour
Transmission:	1.370	cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RESIDENTIAL ASSISTANCE

RATE R-2

RATE PER MONTH (SEASONAL) (continued)

A Customer requesting a reconnection of service at a location where service to such Customer was terminated at the Customer's request during the prior 12 months shall pay a minimum charge for the first billing month after reconnection equal to the charges for regular service described above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) a reconnection charge of $50.

RATE PER MONTH (SEASONAL OPTIONAL)

Customers taking Seasonal Service under this rate schedule and who guarantee to pay minimum charges of $6.39 per month in each month of the year may elect to be billed in accordance with the Annual Rate hereof.

A Customer requesting a reconnection of service at a location where service to such Customer was terminated at the Customer's request during the prior twelve months shall pay a minimum charge for the first billing month after reconnection equal to the charges for regular service described above plus: (1) the sum of the $6.39 for each month during which service was not taken, and (2) a reconnection charge of $50.00.

STANDARD OFFER SERVICE

Standard Offer Service is available under this tariff for existing or new Customers who have not yet chosen a supplier other than the Company on or after the retail access date, when retail choice becomes available to all customers. A Standard Offer Service Customer will pay the Rate for Standard Offer Service set forth above in addition to the Rates for Retail Delivery Service. Anytime after the retail access date, if the Customer has selected an energy supplier other than the Company, the Customer may elect to return to Standard Offer Service by so notifying the Company.

DEFAULT SERVICE

Any Customer who is not receiving Standard Offer Service, and does not have a current supplier, will receive Default Service from the Company in accordance with the terms and price for Default Service as approved by the M.D.T.E. A Customer under this rate shall be transferred upon request from Default Service to Standard Offer Service at any time in accordance with the preceding section.

RESIDENTIAL ASSISTANCE

RATE R-2

RATE ADJUSTMENTS

The charges for delivery service provided above under Annual, Seasonal and Seasonal Optional, shall be subject to the following:

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

FARM DISCOUNT RIDER

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

SPECIAL PROVISIONS

(1) A Customer will be eligible for this rate upon verification of a Customer's eligibility for the low-income home energy assistance program, or its successor program, or verification of a Customer's receipt of any means tested public benefit, for which eligibility does not exceed 175 percent of the federal poverty level based on a household's gross income, or other criteria approved by the M.D.T.E..

(2) Customers who qualify for this rate shall be required each year to certify their continuing compliance with the terms hereof.

TERMS OF PAYMENT

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

TERM

Service shall continue until terminated on 3 business days' notice by the Customer.

RESIDENTIAL SPACE HEATING

RATE R-3

AVAILABILITY

This rate is available for all domestic uses in a single private dwelling, in an individual apartment or in a residential condominium where the principal means of heating the premises is provided by permanently installed electric space heating equipment. Service under this rate to residential condominiums is available to the extent permitted by applicable regulations of the Massachusetts Department of Telecommunications and Energy. Service under this rate is subject to the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltages under this rate schedule. As available and at the Company's option, such service shall be single-phase at approximately 120/240 or 120/208 volts.

RATE PER MONTH

Delivery Services:

Customer Charge:	$10.03 per month
Distribution:	2.596 cents per kilowatt-hour
Transition:	2.413 cents per kilowatt-hour
Transmission:	0.634 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RESIDENTIAL SPACE HEATING

RATE R-3

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

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

TERM

The initial term of service shall be one year and shall continue thereafter until terminated on 3 business days' notice by the Customer.

RESIDENTIAL SPACE HEATING ASSISTANCE

RATE R-4

AVAILABILITY

Upon written application, this rate is available to any Customer meeting the qualifications stated in the special provisions section of this rate for all domestic uses in a single private dwelling, in an individual apartment or in a residential condominium where the principal means of heating the premises is provided by permanently installed electric space heating equipment. Service under this rate to residential condominiums is available to the extent permitted by applicable regulations of the Massachusetts Department of Telecommunications and Energy (the "M.D.T.E."). Service under this rate is subject to the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

The Company will guarantee the Customer's payment to its designated supplier up to the prices that the Company charges to Customers for Standard Offer Service in accordance with the regulations established by the M.D.T.E..

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltages under this rate schedule. As available and at the Company's option, such service shall be single-phase at approximately 120/240 or 120/208 volts.

RATE PER MONTH

Delivery Services:

Customer Charge:	$5.87 per month
Distribution:	0.846 cents per kilowatt-hour
Transition	2.411 cents per kilowatt-hour
Transmission:	0.634 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RESIDENTIAL SPACE HEATING ASSISTANCE

RATE R-4

RATE ADJUSTMENTS

The charges for delivery service provided above under shall be subject to the following:

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

FARM DISCOUNT RIDER

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

SPECIAL PROVISIONS

(1) A Customer will be eligible for this rate upon verification of a Customer's eligibility for the low-income home energy assistance program, or its successor program, or verification of a Customer's receipt of any means tested public benefit, for which eligibility does not exceed 175 percent of the federal poverty level based on a household's gross income, or other criteria approved by the M.D.T.E..

(2) Customers who qualify for this rate shall be required each year to certify their continuing compliance with the terms hereof.

TERMS OF PAYMENT

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

TERM

Service shall continue until terminated on 3 business days' notice by the Customer.

CONTROLLED WATER HEATING

RATE R-5
(Closed)

AVAILABILITY

This rate is available for separately metered, controlled water heating service where the Customer has provided a permanently installed storage-type water heater of a size adequate to supply the Customer's hot water requirements. The availability of this rate is restricted to locations where the Company was providing controlled water heating service on July 1, 1991 or to Customers who apply for controlled water heating service prior to October 1, 1991. The Company may refuse service hereunder where the size and type of the water heating equipment does not comply with the Company's standard specifications. This rate is not available for space heating purposes. Service under this rate is subject to the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

Sixteen to eighteen hours daily, as determined by the Company, supplying the entire water heater or the lower heating element only. Alternating current, 60 hertz, approximately 120/240 or 120/208 volts, single-phase. Voltage as available and at the option of the Company.

RATE PER MONTH

Delivery Services:

Distribution:	2.719 cents per kilowatt-hour
Transition:	2.421 cents per kilowatt-hour
Transmission:	0.641 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be $1.69, except that for Customers taking Seasonal Service as defined in Rate R-1, the minimum charge per month shall be $5.12 for the billing months of June, July, August and September and $1.69 in any other month during which electricity is used.

CONTROLLED WATER HEATING

RATE R-5
(Closed)

RATE ADJUSTMENTS

The charges for delivery service provided above, under Annual and Seasonal, shall be subject to the following:

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

Charges are net and are payable upon presentation of bill.

TERM

The initial term of service shall be one year and thereafter until terminated on 3 business days' notice by the Customer.

OPTIONAL RESIDENTIAL TIME-OF-USE

RATE R-6

AVAILABILITY

Upon written application, this rate is available for all domestic uses to Customers who take all of their electric service requirements hereunder in a single private dwelling, in an individual apartment or in a residential condominium. Service under this rate to residential condominiums is available to the extent permitted by applicable regulations of the Massachusetts Department of Telecommunications and Energy. Service under this rate is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltages under this rate schedule. As available and at the Company's option, such service shall be single phase at approximately 120/240 or 120/208 volts.

RATE PER MONTH

Delivery Services:

Customer Charge:	$7.33 per month
Distribution:	
Peak Load Period	14.137 cents per kilowatt-hour
Low Load Period	0.690 cents per kilowatt-hour
Transition:	
Peak Load Period	8.160 cents per kilowatt-hour
Low Load Period	0.716 cents per kilowatt-hour
Transmission:	
All periods	0.634 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

OPTIONAL RESIDENTIAL TIME-OF-USE

RATE R-6

RATE PER MONTH (continued)

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

A Customer requesting a reconnection of service at a location where service to such Customer was terminated at the Customer's request during the prior 12 months shall pay a minimum charge for the first billing month after reconnection equal to the charges for regular service described above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) a reconnection charge of $50.

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

BILLING PERIODS

Peak Load Period:

During that portion of the year when eastern daylight savings time is in effect, the period beginning at 9:00 a.m. and ending at 6:00 p.m. on all weekdays, Monday through Friday.

During that portion of the year when eastern standard time is in effect, the period beginning at 4:00 p.m. and ending at 9:00 p.m. on all weekdays, Monday through Friday.

Low Load Period:

All hours not included in the Peak Load Period.

OPTIONAL RESIDENTIAL TIME-OF-USE

RATE R-6

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

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

TERM

The initial term of service shall be one year and thereafter until terminated on 30 days' notice by the Customer.

GENERAL

RATE G-1

AVAILABILITY

This rate is available for all non-residential uses of electricity to all Customers except those customers whose load for billing purposes either exceeds or is estimated to exceed 100 kilowatts in each of 12 consecutive billing months. Service under this rate shall be Annual or Seasonal as hereinafter defined and is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltage under this rate schedule. As available and at the Company's option, such service shall be either single-phase at approximately 120/240 or 120/208 volts or 4-wire, three-phase at approximately 120/208 or 277/480 volts.

RATE PER MONTH (ANNUAL)

Annual Service:

Annual service is defined as service where the kilowatt-hours used in the four billing months ending between June 1st and September 30th are less than the kilowatt-hours used by the same Customer during the other eight billing months in the calendar year.

Delivery Services:

Customer Charge:	$5.53 per month
Distribution (Demand):	
First 10 kilowatts or less	No Charge
Over 10 kilowatts	$4.86 per kilowatt
Distribution (Energy):	
First 2,300 kilowatt-hours	3.659 cents per kilowatt-hour
Over 2,300 kilowatt-hours	0.732 cents per kilowatt-hour
Transition (Energy):	2.422 cents per kilowatt-hour
Transmission (Energy):	0.707 cents per kilowatt-hour

GENERAL

RATE G-1

RATE PER MONTH (ANNUAL) (continued)

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

Minimum Charge :

The minimum charge per month shall be the Customer Charge.

RATE PER MONTH (SEASONAL)

Seasonal Service:

Seasonal service is defined as service where the kilowatt-hours used in the four billing months ending between June 1st and September 30th are more than the kilowatt-hours used by the same Customer during the other eight billing months in the calendar year.

Delivery Services:

Customer:	$5.53 per month
Distribution (Demand):	
First 10 kilowatts or less	No Charge
Over 10 kilowatts	$4.31 per kilowatt
Distribution (Energy):	
First 1,800 kilowatt-hours	7.188 cents per kilowatt-hour
Over 1,800 kilowatt-hours	2.003 cents per kilowatt-hour
Transition (Energy):	2.422 cents per kilowatt-hour
Transmission (Energy):	0.914cents per kilowatt-hour

GENERAL

RATE G-1

RATE PER MONTH (SEASONAL) (continued)

Supplier Services: (Optional)

Standard Offer:	**As in effect per Tariff**
Default Service:	**As in effect per Tariff**

Minimum Charge :

The minimum charge per month shall be the Customer Charge.

A Customer requesting a reconnection of service at a location where service to such Customer was terminated at the Customer's request during the prior 12 months shall pay a minimum charge for the first billing month after reconnection equal to the charges for regular service described above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) a reconnection charge of $50.

RATE PER MONTH (SEASONAL OPTIONAL)

Customers who qualify for Seasonal Service under this rate schedule and who guarantee to pay demand charges in each month of the year based on the greater of: (a) the Customer's load demand determined during the billing month or (b) fifty (50) kilowatts may elect to be billed in accordance with the Annual Rate hereof. Agreement for such service may be terminated only in the month of May of each year.

RATE ADJUSTMENTS

The charges for delivery service provided above, under Annual and Seasonal, shall be subject to the following:

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

GENERAL

RATE G-1

PRIMARY SERVICE

When a Customer takes service at the Company's available primary voltages (13,200 volts or 25,000 volts) and furnishes and maintains the necessary transforming, switching and protective equipment, a discount of 3% will apply to the delivery rates specified above.

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the bill amount determined under all of the foregoing provisions of this rate schedule.

DETERMINATION OF DEMAND

For billing purposes, the Customer's load in demand units ("demand") shall be the greatest rate of taking service for any 15-minute interval during the billing month as measured in kilowatts by a suitable meter or as otherwise determined by the Company. The demand shall be determined to the nearest whole kilowatt.

The demand shall be measured whenever the Customer's load is known or estimated to be 10 kilowatts or more as determined by the Company. However, any Customer's load may be measured for determining demand at the Company's option.

For Customers taking service at primary voltage, the demand shall be a minimum of 50 kilowatts.

SPECIAL EQUIPMENT

Where a Customer has connected to the Company's service welding apparatus, high frequency devices or other equipment of a nature to create high momentary loads and where the operation of such equipment is, in the Company's opinion, detrimental to the Company's service, a charge at the rate of $1.75 per month per kilovolt-ampere or fraction thereof of installed capacity of such equipment will apply and will be added to the monthly bill.

The installed capacities of such equipment will be determined from manufacturer's nameplate ratings or by measurement, at the option of the Company. Welding apparatus supplied through motor generators will not be considered in the application of this provision.

GENERAL

RATE G-1

SPECIAL PROVISIONS

A. When requested by the Company, the Customer agrees to furnish free of charge adequate accommodations upon its property for the installation of transformers and other apparatus necessary for the Company to furnish service, and to permit the construction of necessary transmission lines upon its property either overhead or underground as mutually agreed upon.

B. Should a Customer elect to discontinue taking service under the terms of this rate in order to take advantage of other available rates, such Customer may not resume taking service under the terms of this rate for a period of 12 months after discontinuing taking service hereunder.

C. The Company will provide service at approximately 575 volts to service locations existing prior to January 31, 1989. The Company reserves the right to refuse additional or increased loads at 575 volts.

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

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

TERM

Service shall continue until terminated on 3 business days' written notice by the Customer.

Except for Customers engaging in net metering, 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 May 1, 1995.

MEDIUM GENERAL TIME-OF-USE

RATE G-2

AVAILABILITY

This rate is available for all uses of electricity to Customers who establish demands in excess of 100 kilowatts but not greater than 500 kilowatts for at least 12 consecutive months. Service under this rate is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltage under this rate schedule. As available and at the Company's option, such service shall be either single-phase at approximately 120/240 or 120/208 volts or 4-wire, three-phase at approximately 120/208 or 277/480 volts.

RATE PER MONTH

Delivery Services:

Customer Charge:	$360.13	per month
Distribution (Demand):	$1.53	per kilovolt-ampere
Distribution (Energy):		
Peak Load Period	1.371	cents per kilowatt-hour
Low Load Period A	1.088	cents per kilowatt-hour
Low Load Period B	0.561	cents per kilowatt-hour
Transition (Energy):	2.428	cents per kilowatt-hour
Transmission (Demand):	$2.10	per kilovolt-ampere
Transmission (Energy):	0.075	cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

MEDIUM GENERAL TIME-OF-USE

RATE G-2

RATE PER MONTH (continued)

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

PRIMARY SERVICE

When a Customer takes service at the Company's available primary voltages (13,200 volts or 25,000 volts) and furnishes and maintains the necessary transforming, switching and protective equipment, a discount of 3% will apply to the delivery rates specified above.

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the bill amount determined under all of the foregoing provisions of this rate schedule.

DETERMINATION OF BILLING DEMAND

The demand for billing purposes shall be the highest 15-minute demand in kilovolt-amperes established during the Peak Load Period of the billing month as measured on a suitable meter or as determined by any other accepted method, at the option of the Company, but shall not be less than 36% of the maximum 15-minute demand in kilovolt-amperes established during any billing period of the billing month.

MEDIUM GENERAL TIME-OF-USE

RATE G-2

BILLING PERIODS

Peak Load Period:

During that portion of the year when eastern daylight savings time is in effect, the period beginning at 9:00 a.m. and ending at 6:00 p.m. on all weekdays, Monday through Friday.

During that portion of the year when eastern standard time is in effect, the period beginning at 4:00 p.m. and ending at 9:00 p.m. on all weekdays, Monday through Friday.

Low Load Period:

All hours not included in the Peak Load Period. The Low Load Period shall be further divided into 2 separate time periods as follows:

Low Load Period A:

All hours not included in the Peak Load Period or Low Load Period B.

Low Load Period B:

During both eastern daylight savings time and eastern standard time, the period beginning at 10:00 p.m. and ending at 7:00 a.m. on all weekdays, Monday through Friday, and all hours on Saturday and Sunday.

SPECIAL EQUIPMENT

Where Customers have connected to the Company's service welding apparatus, high frequency devices or other equipment of a nature to create high momentary loads and where the operation of such equipment is, in the Company's opinion, detrimental to the Company's service, a charge at the rate of $1.84 per month per kilovolt-ampere or fraction thereof of installed capacity of such equipment will apply and will be added to the monthly bill. The installed capacities of such equipment will be determined from manufacturer's nameplate ratings or by measurement, at the option of the Company. Welding apparatus supplied through motor generators will not be considered in the application of this provision.

MEDIUM GENERAL TIME-OF-USE

RATE G-2

SPECIAL PROVISIONS

A. When requested by the Company, the Customer agrees to furnish free of charge adequate accommodations upon its property for the installation of transformers and other apparatus necessary for the Company to furnish service, and to permit the construction of necessary transmission lines upon its property either overhead or underground as mutually agreed upon.

B. The Company will provide service at approximately 575 volts to service locations existing prior to January 31, 1989. The Company reserves the right to refuse additional or increased loads at 575 volts.

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

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

TERM

Service under this rate shall be for a minimum term of 12 consecutive months and shall continue thereafter until terminated on six months' written notice by the Customer.

Except for Customers engaging in net metering, 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 May 1, 1995.

LARGE GENERAL TIME-OF-USE

RATE G-3

AVAILABILITY

This rate is available for all uses of electricity to Customers who establish demands in excess of 500 kilowatts for at least 12 consecutive months. Service under this rate is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltage under this rate schedule. As available and at the Company's option, such service shall be either single-phase at approximately 120/240 or 120/208 volts or 4-wire, three-phase at approximately 120/208 or 277/480 volts.

RATE PER MONTH

Delivery Services:

Customer Charge:	$900.00 per month
Distribution (Demand):	$0.88 per kilovolt-ampere
Distribution (Energy):	
Peak Load Period	0.839 cents per kilowatt-hour
Low Load Period A	0.739 cents per kilowatt-hour
Low Load Period B	0.385 cents per kilowatt-hour
Transition (Demand):	$3.00 per kilovolt-ampere
Transition (Energy):	
Peak Load Period	2.077 cents per kilowatt-hour
Low Load Period A	1.850 cents per kilowatt-hour
Low Load Period B	1.591 cents per kilowatt-hour
Transmission (Demand):	$2.50 per kilovolt-ampere

LARGE GENERAL TIME-OF-USE

RATE G-3

RATE PER MONTH (continued)

Supplier Services: (Optional)

Standard Offer:	**As in effect per Tariff**
Default Service:	**As in effect per Tariff**

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

PRIMARY SERVICE

When a Customer takes service at the Company's available primary voltages (13,200 volts or 25,000 volts) and furnishes and maintains the necessary transforming, switching and protective equipment, a discount of 3% will apply to the delivery rates specified above.

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the bill amount determined under all of the foregoing provisions of this rate schedule.

DETERMINATION OF BILLING DEMAND

The demand for billing purposes shall be the highest 15-minute demand in kilovolt-amperes established during the Peak Load Period of the billing month as measured on a suitable meter or as determined by any other accepted method, at the option of the Company, but shall not be less than 35% of the maximum 15-minute demand in kilovolt-amperes established during any billing period of the billing month.

LARGE GENERAL TIME-OF-USE

RATE G-3

BILLING PERIODS

Peak Load Period:

During that portion of the year when eastern daylight savings time is in effect, the period beginning at 9:00 a.m. and ending at 6:00 p.m. on all weekdays, Monday through Friday.

During that portion of the year when eastern standard time is in effect, the period beginning at 4:00 p.m. and ending at 9:00 p.m. on all weekdays, Monday through Friday.

Low Load Period:

All hours not included in the Peak Load Period. The Low Load Period shall be further divided into 2 separate time periods as follows:

Low Load Period A:

All hours not included in the Peak Load Period or Low Load Period B.

Low Load Period B:

During both eastern daylight savings time and eastern standard time, the period beginning at 10:00 p.m. and ending at 7:00 a.m. on all weekdays, Monday through Friday, and all hours on Saturday and Sunday.

SPECIAL EQUIPMENT

Where Customers have connected to the Company's service welding apparatus, high frequency devices or other equipment of a nature to create high momentary loads and where the operation of such equipment is, in the Company's opinion, detrimental to the Company's service, a charge at the rate of $1.84 per month per kilovolt-ampere or fraction thereof of installed capacity of such equipment will apply and will be added to the monthly bill. The installed capacities of such equipment will be determined from manufacturer's nameplate ratings or by measurement, at the option of the Company. Welding apparatus supplied through motor generators will not be considered in the application of this provision.

LARGE GENERAL TIME-OF-USE

RATE G-3

SPECIAL PROVISIONS

A. When requested by the Company, the Customer agrees to furnish free of charge adequate accommodations upon its property for the installation of transformers and other apparatus necessary for the Company to furnish service, and to permit the construction of necessary transmission lines upon its property either overhead or underground as mutually agreed upon.

B. The Company will provide service at approximately 575 volts to service locations existing prior to January 31, 1989. The Company reserves the right to refuse additional or increased loads at 575 volts.

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

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

TERM

Service under this rate shall be for a minimum term of 12 consecutive months and shall continue thereafter until terminated on six months' written notice by the Customer.

Except for customers engaging in net metering, 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 May 1, 1995.

GENERAL POWER

RATE G-4
(Closed)

AVAILABILITY

This rate is available for general power purposes only at existing service locations to Customers who were taking service under this rate schedule as of February 8, 1980. This rate is not available for standby service in idle plants or buildings, or where operations have been reduced to a small part of normal capacity of the plant.

For industrial service where the connected load is 50 horsepower or more, incidental lighting will be allowed. This rate is subject to the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers alternating current, 60 hertz, approximately 120/240 or 120/208 volts, single-phase; 120/208 or 277/480 volts, 4-wire, three-phase. Voltage as available and at the option of the Company.

RATE PER MONTH

Delivery Services:

Customer:	$5.53 per month
Distribution (Demand):	$1.75 per kilowatt
Distribution (Energy):	1.591 cents per kilowatt-hour
Transition (Energy):	2.429 cents per kilowatt-hour
Transmission (Demand):	$0.71 per kilowatt
Transmission (Energy):	0.085 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

GENERAL POWER

RATE G-4
(Closed)

RATE PER MONTH (continued)

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

DETERMINATION OF BILLING DEMAND

The demand for billing purposes shall be the highest 15-minute demand in kilowatts established during the billing month, but shall not be less than eighty percent (80%) of the highest 15-minute kilovolt-ampere demand as determined by test or any other accepted method, at the option of the Company, and in no event less than thirty (30) kilowatts.

PRIMARY SERVICE

When a Customer takes service at the Company's available primary voltage, as it may exist from time to time, and furnishes and maintains the necessary transforming, switching and protective equipment, a discount of three percent (3%) will apply to the delivery rates specified above.

When the Company meters electricity delivered to a Customer at primary voltage, a discount of two percent (2%) will apply to the bill amount determined under all of the foregoing provisions of this rate schedule.

GENERAL POWER

RATE G-4
(Closed)

SPECIAL EQUIPMENT

Where Customers have connected to the Company's service welding apparatus, high-frequency devices, or other equipment of a nature to create high momentary demands and where the operations of such equipment is, in the Company's opinion, detrimental to the Company's service, a charge at the rate of $1.18 per month per kilovolt-ampere or fraction thereof of installed capacity of such equipment will apply and will be added to the monthly bill.

The installed capacities of such equipment will be determined from manufacturer's nameplate ratings or by measurement, at the option of the Company. Welding apparatus supplied through motor generators will not be considered in the application of this provision.

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

Charges are net and are payable upon presentation of bill.

TERM

Until terminated on 3 business days' written notice by the Customer.

Except for Customers engaging in net metering, 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 May 1, 1995.

COMMERCIAL SPACE HEATING

RATE G-5
(Closed)

AVAILABILITY

This rate is available only at existing service locations to Customers who were taking service prior to January 31, 1989 for electric space heating through a separate meter where electricity is the sole means of heating the premises. All space heating equipment shall be permanently installed. Heat pumps may be used for both heating and air conditioning. Air conditioning and incidental water heating, not including central kitchen or laundry use, may be included in this service at the Customer's option. This rate is not available for service to individually-metered residences. Service under this rate is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltage under this rate schedule. As available and at the Company's option, such service shall be either single-phase at approximately 120/240 or 120/208 volts or 4-wire, three-phase at approximately 120/208 or 277/480 volts.

RATE PER MONTH

Delivery Services:

Customer Charge:	$5.40 per month
Distribution:	3.198 cents per kilowatt-hour
Transition:	2.416 cents per kilowatt-hour
Transmission:	0.699 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

COMMERCIAL SPACE HEATING

RATE G-5
(Closed)

RATE PER MONTH (continued)

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

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

TERM

Service under this rate shall be for a minimum term of 12 consecutive months and shall continue thereafter until terminated on 3 business days' written notice by the Customer.

Except for Customers engaging in net metering, 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 May 1, 1995.

ALL-ELECTRIC SCHOOL

RATE G-6
(Closed)

AVAILABILITY

This rate is available only at existing service locations to Customers who were taking service as of February 8, 1980 under an all-electric school rate schedule or under a special contract for all-electric school service.

This rate is available for annual service in public and private school buildings where electricity supplies the total energy requirements of the premises served. The design and installation of electrical equipment for space heating, water heating, cooking and other purposes shall be acceptable to the Company. This rate is subject to the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltage under this rate schedule. As available and at the Company's option, such service shall be either single-phase at approximately 120/240 or 120/208 volts or 4-wire, three-phase at approximately 120/208 or 277/480 volts.

RATE PER MONTH

Delivery Services:

Customer Charge:	$27.13 per month
Distribution:	1.227 cents per kilowatt-hour
Transition:	2.426 cents per kilowatt-hour
Transmission:	0.580 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer:	As in effect per Tariff
Default Service:	As in effect per Tariff

ALL-ELECTRIC SCHOOL

RATE G-6
(Closed)

RATE PER MONTH (continued)

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

FARM DISCOUNT RIDER

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

PRIMARY SERVICE

When a Customer takes service at the Company's available primary voltages (13,200 volts and 25,000 volts) and furnishes and maintains the necessary transforming, switching and protective equipment, a discount of 3% will apply to the delivery rates specified above.

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the bill amount determined under all of the foregoing provisions of this rate schedule.

ALL-ELECTRIC SCHOOL

RATE G-6
(Closed)

TERMS OF PAYMENT

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

TERM

Service under this rate shall be for a minimum term of 12 consecutive months and shall continue thereafter until terminated on 3 business days' written notice by the Customer.

Except for Customers engaging in net metering, 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 May 1, 1995.

OPTIONAL GENERAL TIME-OF-USE

RATE G-7

AVAILABILITY

This rate is available for all non-residential uses of electricity to Customers who take all of their electric service requirements hereunder except those customers whose load for billing purposes either exceeds or is estimated to exceed 100 kilowatts in each of 12 consecutive billing months. Service under this rate is subject to both the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

CHARACTER OF SERVICE

The Company delivers 60 hertz, alternating current service at secondary voltage under this rate schedule. As available and at the Company's option, such service shall be either single-phase at approximately 120/240 or 120/208 volts or 4-wire, three-phase at approximately 120/208 or 277/480 volts.

RATE PER MONTH (ANNUAL)

Annual Service:

Annual service is defined as service where the kilowatt-hours used in the four billing months ending between June 1st and September 30th are less than the kilowatt-hours used by the same Customer during the other eight billing months in the calendar year.

Delivery Services:

Customer Charge:	$9.13 per month
Distribution (Demand):	$3.35 per kilowatt
Distribution (Energy):	
Peak Load Period	1.889 cents per kilowatt-hour
Low Load Period	1.200 cents per kilowatt-hour
Transition (Energy):	2.438 cents per kilowatt-hour
Transmission (Demand):	$2.11 per kilowatt
Transmission (Energy):	0.002 cents per kilowatt-hour

OPTIONAL GENERAL TIME-OF-USE

RATE G-7

RATE PER MONTH (ANNUAL) (continued)

Supplier Services: (Optional)

Standard Offer:	**As in effect per Tariff**
Default Service:	**As in effect per Tariff**

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

RATE PER MONTH (SEASONAL)

Seasonal Service:

Seasonal Service is defined as service where the kilowatt-hours used in the four billing months ending between June 1st and September 30th are more than the kilowatt-hours used by the same Customer during the other eight billing months in the calendar year.

Delivery Services:

Customer:	**$9.13 per month**
Distribution (Demand):	**$3.39 per kilowatt**
Distribution (Energy):	
Peak Load Period	**4.073 cents per kilowatt-hour**
Low Load Period	**3.360 cents per kilowatt-hour**
Transition (Energy):	**2.438 cents per kilowatt-hour**
Transmission (Demand):	**$0.90 per kilowatt**
Transmission (Energy):	**0.000 cents per kilowatt-hour**

OPTIONAL GENERAL TIME-OF-USE

RATE G-7

RATE PER MONTH (SEASONAL) (continued)

Supplier Services: (Optional)

Standard Offer:	**As in effect per Tariff**
Default Service:	**As in effect per Tariff**

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

A Customer requesting a reconnection of service at a location where service to such Customer was terminated at the Customer's request during the prior 12 months shall pay a minimum charge for the first billing month after reconnection equal to the charges for regular service described above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) a reconnection charge of $50.

RATE ADJUSTMENTS

The charges for delivery service provided above under Annual and Seasonal, shall be subject to the following:

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

PRIMARY SERVICE

When a Customer takes service at the Company's available primary voltage (13,200 volts or 25,000 volts) and furnishes and maintains the necessary transforming, switching and protective equipment, a discount of 3% will apply to the delivery rates specified above.

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the bill amount determined under all of the foregoing provisions of this rate schedule.

OPTIONAL GENERAL TIME-OF-USE

RATE G-7

DETERMINATION OF CUSTOMER DEMAND

For billing purposes, Customer's load in demand units ("demand") shall be the greatest rate of taking service for any 15-minute interval during the Peak Load Period of the billing month as measured in kilowatts by a suitable meter or as otherwise determined by the Company. The demand shall be determined to the nearest whole kilowatt.

For Customers taking service at primary voltage, the demand shall be a minimum of 50 kilowatts.

BILLING PERIODS

Peak Load Period:

During that portion of the year when eastern daylight savings times is in effect, the period beginning at 9:00 a.m. ending at 6:00 p.m. on all weekdays, Monday through Friday.

During that portion of the year when eastern standard time is in effect, the period beginning at 4:00 p.m. and ending at 9:00 p.m. on all weekdays, Monday through Friday.

Low Load Period:

All hours not included in the Peak Load Period.

SPECIAL EQUIPMENT

Where Customers have connected to the Company's service welding apparatus, high frequency devices or other equipment of a nature to create high momentary loads and where the operation of such equipment is, in the Company's opinion detrimental to the Company's service, a charge at the rate of $1.75 per month per kilovolt-ampere or fraction thereof of installed capacity of such equipment will apply and will be added to the monthly bill.

The installed capacities of such equipment will be determined from manufacturer's nameplate ratings or by measurement, at the option of the Company. Welding apparatus supplied through motor generators will not be considered in the application of this provision.

OPTIONAL GENERAL TIME-OF-USE

RATE G-7

SPECIAL PROVISIONS

A. When requested by the Company, the Customer agrees to furnish free of charge adequate accommodations upon its property for the installation of transformers and other apparatus necessary for the Company to furnish service, and to permit the construction of necessary transmission lines upon its property either overhead or underground as mutually agreed upon.

B. The Company will provide service at approximately 575 volts to service locations existing prior to January 31, 1989. The Company reserves the right to refuse additional or increased loads at 575 volts.

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

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

TERM

Service under this rate shall be for a minimum term of 12 consecutive months and shall continue thereafter until terminated on 30 days' written notice by the Customer.

Except for Customers engaging in net metering, 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 May 1, 1995.

OUTDOOR LIGHTING

RATE S-1

AVAILABILITY

Upon written application and the execution of an Outdoor Lighting Service Agreement, outdoor lighting services are available under this rate schedule to any Customer for approximately 4,000 hours of operation per year. Street Lighting Service is available hereunder for the lighting of streets, highways and other roadways which have been accepted as public ways by a city, town or other duly authorized public authority. Area Lighting and Floodlighting Services are available hereunder for other outdoor lighting applications. Service under this rate is subject to the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

STREET LIGHTING SERVICE

Delivery Services:

A. Basic Annual Charges apply to overhead connected lighting units on poles carrying other electric power circuits.

	Nominal Rating		Basic Annual Charges	
	Lumens	Watts	Luminaire Charge	Transmission Charge
Mercury Vapor	4,200	100	$73.64	$2.90
	8,600	175	82.84	4.78
	12,100	250	96.25	6.66
	22,500	400	119.10	10.49
	63,000	1,000	221.54	25.13
High Pressure Sodium	4,000	50	60.44	1.33
	5,800	70	63.08	1.90
	9,500	100	67.83	2.68
	16,000	150	74.59	3.90
	27,500	250	94.94	6.75
	50,000	400	119.04	10.74
High Pressure Sodium Cutoffs	4,000	50	60.92	1.33
	5,800	70	68.48	1.90
	9,500	100	67.83	2.68
	16,000	150	74.59	3.90

OUTDOOR LIGHTING

RATE S-1

STREET LIGHTING SERVICE (continued)

Delivery Services: (continued)

A. Basic Annual Charges (continued)

	Nominal Rating Lumens	Nominal Rating Watts	Basic Annual Charges: Luminaire Charge	Basic Annual Charges: Transmission Charge
High Pressure Sodium Cutoffs	27,500	250	94.94	6.75
	50,000	400	119.04	10.74
Open Incandescent	1,000	-	$69.43	$2.32
	2,500	-	81.57	4.47
Enclosed Incandescent	6,000	-	112.73	9.92
	10,000	-	133.66	13.72

B. Special Provisions

1. The following additional charges shall be added to the above Basic Annual Charge for existing units utilized only for street lighting purposes:

   a. Where a street lighting fixture is installed on a metal pole with an overhead service connection and the Company installs, owns and maintains the metal pole assembly:

      Installed prior to January 31, 1989 — $ 40.56 per year
      Installed on or after January 31, 1989 — $155.04 per year

   b. Where a street lighting fixture is installed on a metal pole with an underground service connection and the Company installs, owns and maintains the metal pole assembly, underground cable, conduit, manholes, and sub-base:

      Installed prior to January 31, 1989 — $ 67.56 per year
      Installed on or after January 31, 1989 — $257.04 per year

OUTDOOR LIGHTING

RATE S-1

B. Special Provisions (continued)

c. Where a street lighting fixture is installed on a metal pole with an underground service connection and the Company installs, owns and maintains the metal pole assembly and underground cable, and the Customer furnishes, installs, owns and maintains the conduit, manholes and sub-base, a charge of $126.96 per year shall apply to each such unit.

2. URD Post-Top Lighting Service:

Colonial style mercury vapor post-top lighting service shall be provided only at existing locations served as of August 1, 1979 in qualifying Underground Residential Developments as follows:

	Nominal Rating Lumens	Nominal Rating Watts	Distance from Power Source	Basic Annual Charge: Luminaire Charge	Basic Annual Charge: Transmission Charge
(i)	4,200	100	5 feet or less	$126.75	$2.68
(i)	4,200	100	5 to 100 feet	133.71	2.68
(ii)	4,200	100	5 feet or less	72.75	2.68
(ii)	4,200	100	5 to 100 feet	79.71	2.68

Annual Charge (i) above will apply when the Company furnishes, installs, owns and maintains the post-top lighting fixtures, poles and associated equipment.

Annual Charge (ii) above will apply when the Customer furnishes and installs at his own expense the post-top lighting fixtures, poles and associated equipment, and the Company owns and maintains said facilities.

3. An annual charge (iii) below shall be applicable to 70 watt sodium vapor post-top lighting units converted from existing incandescent units supplied from underground circuits and located in the City of New Bedford and the Town of Marion. This provision is only applicable to Customers who have executed an agreement with the Company to convert the incandescent fixtures to sodium vapor on or before September 1, 1988. After such date the Company may require an additional payment to cover any excess costs of converting such facilities. Replacement or relocation of existing fixtures in these municipalities will be at the Customer's expense.

OUTDOOR LIGHTING

RATE S-1

STREET LIGHTING SERVICE (continued)

Delivery Services: (continued)

B. Special Provisions (continued)

3. (continued)

			Basic Annual Charge	
			Luminaire Charge	Transmission Charge
(iii)	Sodium Post Top	70W	$75.44	$1.90

4. URD Street Lighting Service:

Where a sodium street lighting fixture is installed on a pole with an underground service connection and the Company, at the request of a municipality only, installs or replaces, owns and maintains a portion or all of the facilities required for service, the following charges shall apply to each installation as appropriate.

a. Fiberglass Poles with Shoebox Sodium Fixtures:

	Nominal Rating		Basic Annual Charge	
	Lumens	Watts	Luminaire Charge	Transmission Charge
(i)	5,800	70	$200.24	$1.90
(i)	16,000	150	213.43	3.90
(i)	27,500	250	232.70	6.75
(ii)	5,800	70	$113.40	
(ii)	16,000	150	113.40	
(ii)	27,500	250	113.40	
(iii)	5,800	70	$302.24	$1.90
(iii)	16,000	150	315.43	3.90
(iii)	27,500	250	334.70	6.75

OUTDOOR LIGHTING

RATE S-1

STREET LIGHTING SERVICE (continued)

Delivery Services: (continued)

B. Special Provisions (continued)

4. URD Street Lighting Service (continued)

Annual charge (i) above will apply to above ground facilities consisting of the fiberglass pole and the shoebox sodium fixture.

Annual charge (ii) above will apply to below ground facilities consisting of the underground service connection.

Annual charge (iii) above will apply to the complete installation of the above and below ground facilities.

b. Wood Poles:

Annual Charge		
(i)	(ii)	(iii)
$73.44	$102.12	$175.56

Annual charge (i) above will apply to above ground facilities consisting of the wood pole.

Annual charge (ii) above will apply to below ground facilities consisting of the underground service connection.

Annual charge (iii) above will apply to the complete installation of the above and below ground facilities.

C. Transition Charge: 2.419 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer: As in effect per Tariff

Default Service: As in effect per Tariff

OUTDOOR LIGHTING

RATE S-1

AREA LIGHTING AND FLOODLIGHTING SERVICE

Delivery Services:

A. Area Lighting

	Nominal Rating Lumens	Nominal Rating Watts	Basic Annual Charge: Luminaire Charge	Basic Annual Charge: Transmission Charge
Mercury Vapor	4,200	100	$73.64	$2.90
	8,600	175	82.84	4.78
	12,100	250	96.25	6.66
	22,500	400	119.10	10.49
	63,000	1,000	221.54	25.13
Sodium Vapor	4,000	50	$60.44	1.33
	5,800	70	63.56	1.90
	9,500	100	67.83	2.68
	16,000	150	74.59	3.90
	27,500	250	94.94	6.75
	50,000	400	119.04	10.74
Sodium Vapor Cut-offs	4,000	50	$60.92	1.33
	5,800	70	68.48	1.90
	9,500	100	67.83	2.68
	16,000	150	74.59	3.90
	27,500	250	94.94	6.75
	50,000	400	119.04	10.74

B. Floodlighting

Sodium Vapor	16,000	150	$89.31	$4.18
	27,500	250	109.73	6.84
	50,000	400	129.49	10.27
Metal Halide	36,000	400	$128.72	10.03

OUTDOOR LIGHTING

RATE S-1

AREA LIGHTING AND FLOODLIGHTING SERVICE (continued)

C. Pole Charge for Area Lighting or Floodlighting

a. Basic annual charges for separate wood poles used to support only lighting units are set forth below:

	Basic Annual Charges Wood Poles		
	30ft	35ft	40ft
Poles installed before January 1, 1996	$44.88	$44.88	$44.88
Poles installed after January 1, 1996	$82.68	$85.92	$92.88

b. The basic annual charge for providing a section of secondary wire not to exceed 150 feet for connecting lighting units to a wood pole for both Company and Customer owned and installed poles is $48.60.

D. Transition Charge: 2.419 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer: As in effect per Tariff

Default Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

OUTDOOR LIGHTING

RATE S-1

GENERAL CONDITIONS

A. Service under this rate is contingent upon Company-ownership and maintenance of outdoor lighting facilities. The Company shall specify standard outdoor lighting equipment to be utilized for providing service hereunder.

B. All outdoor lighting installations under this rate shall be subject to the Company's approval in all respects, including the size, location, spacing and type of luminaire to be provided. The Company may refuse service hereunder for any installation which does not conform to good lighting practices in the sole opinion of the Company. By its approval or acceptance of any outdoor lighting installation, the Company does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of said installation.

C. The Company may require that Customers who terminate service or request temporary service, or the removal of outdoor lighting units without replacement or changes in the sizes, types or locations of outdoor lighting units pay to the Company the undepreciated costs less salvage value, if any, of the equipment which is taken out of service, removed without replacement, relocated or substantially altered by the Company. However, all incandescent lighting units shall be exempt from this provision.

D. The total number of new installations, replacements or relocations of street lighting units in any annual period may be limited by the Company to not more than 10% of the total number of units billed to the Customer at the beginning of such annual period.

E. The Company will maintain all wires, lamps and other equipment owned by it. The Customer will notify the Company of any failure of lights to operate properly and the Company will complete the necessary repair or replacement within 3 regular working days, with no reduction in charges for such inoperative periods. Lamp replacement and maintenance shall be performed by the Company during normal working hours.

F. Outdoor lighting units furnished under this rate schedule shall be subject to all applicable charges hereunder, except that, in the event any street lighting unit is not lighted for a period exceeding 3 nights duration for any reason whatsoever, such unit shall not be subject to the rates herein for the period during which it is unlighted, as determined by the Company

G. Where the costs of underground connected street lighting facilities provided at the request of a Customer pursuant to this rate schedule exceed the costs of such facilities which are supported by the applicable annual charges included in this rate schedule, the Customer shall pay to the Company the excess costs of such facilities.

OUTDOOR LIGHTING

RATE S-1

GENERAL CONDITIONS (continued)

H. Area lighting and floodlighting fixtures will be installed on standard poles owned either by the Company or the Customer located not more than one distribution span length from the nearest pole on the public way. Poles shall be accessible to trucks and other equipment of the Company at all times. Service may be furnished at other locations subject to appropriate additional charges, at the option of the Company.

I. Where temporary service is desired, the Customer shall reimburse the Company for its costs of installing and removing outdoor lighting facilities.

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

Annual charges will be prorated monthly. Charges are net and are payable upon presentation of the Company's bill.

TERM

Service under this rate shall be for a minimum term of 12 months and shall continue thereafter until canceled on 30 days' written notice except that temporary service may be canceled at any time upon 10 days' written notice.

STREET LIGHTING - CUSTOMER OWNED

RATE S-2

AVAILABILITY

Upon written application and the execution of a Customer Owned Street Lighting Agreement with the Company and pole attachment License Agreement with the Company and any joint owner(s) of poles, Streetlighting Service is available under this rate schedule for streetlighting installations owned by any city, town or other public authority. Streetlighting Service is provided hereunder for approximately 4,000 hours of operation per year for the lighting of streets, highways and other roadways which have been deemed as public ways by the municipality. Service under this rate is further subject to the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time. Maintenance service provided by the Company pursuant to this rate shall be available only to Customers taking maintenance service under this rate as of April 1, 2003, or Customers that have requested maintenance service in writing from the Company prior to April 1, 2003.

STREET LIGHTING SERVICE

Delivery Services:

A. Basic annual charges for overhead connected lighting units on poles carrying other electric power circuits:

1. Standard Fixtures

	Nominal Rating		Basic Annual Charges	
	Lumens	Watts	Luminaire Charge	Transmission Charge
Mercury Vapor	4,200	100	$ 25.04	$2.90
	8,600	175	35.32	4.78
	12,100	250	46.09	6.66
	22,500	400	66.78	10.49
	63,000	1,000	148.10	25.13
High Pressure Sodium	4,000	50	16.64	1.33
	5,800	70	19.28	1.90
	9,500	100	24.15	2.68
	16,000	150	30.91	3.90
	27,500	250	46.34	6.75
	50,000	400	68.28	10.74

STREET LIGHTING - CUSTOMER OWNED

RATE S-2

STREET LIGHTING RATE (continued)

Incandescent	1,000	105	21.91	2.32
	2,500	202	33.45	4.47
	6,000	448	64.13	9.92
	10,000	620	85.06	13.72

2. For other streetlighting fixtures approved by the Company the following rates shall apply:

   Customer Charge: $9.00 per fixture per year

   Distribution Charge: 3.066 cents per kilowatt-hour

   Transmission Charge: 0.553 cents per kilowatt-hour

   The Energy Charges per month shall be based on the monthly burning hour schedule and the consumption rating for the individual sizes and types of lighting units as determined by the Company.

   Other Charges:

   Additional charges shall be added to the charges in section A.1. and A.2. above where overhead and underground connected poles are used only for street lighting purposes. Such charges shall be equal to the charges for this service as set forth in the Company's filed Outdoor Lighting Rate S-1 as in effect from time to time.

3. Transition Charge: 2.419 cents per kilowatt-hour

Supplier Services: (Optional)

Standard Offer: As in effect per Tariff

Default Service: As in effect per Tariff

STREET LIGHTING - CUSTOMER OWNED

RATE S-2

STREET LIGHTING SERVICE (continued)

B. In addition to the charges in section A above, the following rates shall apply for services rendered by the Company at the Customer's request.

1. Installation or Removal Charge

   $97.80 per fixture each time a fixture is installed or removed.

2. Relocation Charge

   $195.46 per fixture each time a fixture is relocated.

3. Transfer Charge

   $40.56 per fixture each time a fixture is transferred to a new pole because of the replacement of an existing pole due to damage or accident.

4. Maintenance Charge

   The following rates shall apply for maintenance service provided by the Company for Customers who have elected to receive such service in accordance with the Customer Owned Street Lighting Agreement. Such maintenance service shall be available only for lighting units listed under section A.1. of this rate schedule.

	Annual Charge
Mercury Vapor (all sizes)	$ 16.79
High Pressure Sodium Vapor (all sizes)	$ 13.56
Incandescent (all sizes)	$ 111.22

STREET LIGHTING - CUSTOMER OWNED

RATE S-2

RATE ADJUSTMENTS

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

Transition Cost Adjustment
Transmission Service Cost Adjustment
Pension Adjustment
Energy Efficiency Charge
Renewable Energy Charge
Default Service Adjustment

GENERAL CONDITIONS

A. The Customer agrees to pay when due all charges and fees which the Company may, from time to time, be entitled to pursuant to the provisions of the pole attachment License Agreement and the Street Lighting Agreement .

B. The Company will be solely responsible for the installation, removal, relocation and transfer of all Customer owned streetlighting fixtures. The Customer shall make any request to the Company for the installation, removal, and relocation of streetlighting fixtures in writing on an approved form for acceptance by the Company. By its approval or acceptance of any streetlighting installation, the Company does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of said installation.

C. All streetlighting facilities provided by the Customer for installation on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system. The Company may refuse to allow the placement of any streetlighting facilities which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system.

D. The total number of new installations, replacements or relocations of streetlighting units in any annual period may be limited by the Company to not more than 10% of the total number of units billed to the Customer at the beginning of such annual period.

E. Where the Customer has elected prior to April 1, 2003 to receive maintenance service provided by the Company, the Company will maintain all wires, lamps, fixtures and other equipment. The Customer will notify the Company of any failure of lights to operate properly and the Company will complete the necessary repair or replacement within 3 regular working days, with no reduction in charges for such inoperative periods. Lamp replacement and maintenance shall be performed by the Company during normal working hours.

STREET LIGHTING - CUSTOMER OWNED

RATE S-2

GENERAL CONDITIONS (continued)

F. Where the Customer has elected prior to April 1, 2003 to receive maintenance service provided by the Company, and where any street lighting unit is not lighted for a period exceeding 3 nights duration, such unit shall not be subject to the rates herein for the period during which it is unlighted, as determined by the Company.

G. Where the Customer has elected to provide its own maintenance of streetlighting facilities, such maintenance is expressly limited to the replacement of the lamp, photo-cell control, and starter aid, and to the cleaning of the reflector and refractor, and other minor incidental work specifically limited to the lighting fixture itself. All allowed activities shall be performed using bucket trucks, without climbing on poles and at a working height not to exceed the height of the applicable streetlighting facility.

H. The Customer shall be responsible for specifying the type and size (wattage/lumen rating) of lighting fixtures served under Section B of the rate schedule.

FARM DISCOUNT RIDER

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

TERMS OF PAYMENT

Annual Charges will be prorated monthly. Charges are net and are payable upon presentation of the Company's bill.

TERM

Service under this rate shall be for a minimum term of 12 months and shall continue thereafter until cancelled on 30 days' written notice except that temporary service may be cancelled at any time upon 10 days' written notice.