KEEGAN WERLIN LLP

ATTORNEYS AT LAW

99 HIGH STREET, SUITE 2900

BOSTON, MASSACHUSETTS 02110

TELECOPIER: (617) 951-1354

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January 14, 2022

Mark D. Marini, Secretary Department of Public Utilities One South Station, 5th Floor Boston, MA 02110

Re: NSTAR Electric Company d/b/a Eversource Energy, Petition for Approval of an Increase in Base Distribution Rates and a Performance-Based Regulatory Plan - D.P.U. 22-22

Dear Mr. Marini:

Enclosed are an original and five (5) copies of a request for approval of a performance-based ratemaking ("PBR") plan, a general increase in distribution rates and related proposals by NSTAR Electric Company d/b/a Eversource Energy ("Eversource" or "NSTAR Electric" or the "Company"), made in accordance with G.L. c. 164, § 94 and 220 C.M.R. §§ 5.00 *et seq.*¹ A check in the amount of \$2,300 for the filing fee is included herewith.

The Company is making this filing because it is at the end of a five-year PBR Plan approved in NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy, D.P.U. 17-05 (2017), which expires as of December 31, 2022. The testimony and exhibits submitted today by the Company show that customers have benefitted greatly from the first term of the PBR Plan. These benefits include incentivizing strict control over operating expense so that operating expenses were held level, while enabling investment in electric distribution infrastructure to reinforce and improve the reliability and resiliency of the distribution system. The Company has also performed well on a series of performance metrics measuring key outcomes sought by Commonwealth energy policy. Lastly, customers have experienced rate stability associated with smaller sequential changes occurring annually, rather than experiencing more significant impacts occurring every two to three years due to sequential base-rate proceedings, which are avoided with the implementation of PBR.

The Company is requesting an increase in rates designed to address an \$89 million revenue deficiency. This revenue deficiency is primarily related to investments in enterprise information technology systems, storm cost recovery and vegetation management costs, all of which are important initiatives for customers.

If the Department were to approve the Company's proposals without modification, the typical residential non-heating customer would experience a total annual bill impact of 5.2 to 5.4 percent, which equates to an average monthly increase of \$7.14 to \$7.29. For commercial and industrial customers, the average impact would range from a decrease of 3.7 percent to an increase of 7.8 percent, depending on the respective rate class.

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The Department last approved a general distribution rate increase for the Company in D.P.U. 17-05 (2017).

Mark D. Marini, Secretary January 14, 2022 Page 2

Lastly, consistent with the provisions of G.L. c. 164 § 94 and 220 C.M.R. 5.02(4)(a), the enclosed proposed tariffs bear an effective date of February 1, 2022, which is the first day of the month following the Company's filing and at least fourteen days after the Company's filing. Consistent with the requirements of G.L. c. 164, § 94, the Company anticipates that the Department will suspend the proposed tariffs for a period of ten months and issue its final decision on or about November 30, 2022, for rates effective January 1, 2023.

Eversource is appreciative of the work that all parties will put into this docket and looks forward to working with the Department and interested parties throughout the proceeding. All correspondence relating to the filing should be addressed to:

Cheryl M. Kimball, Esq. Ashley N. Botelho

Danielle C. Winter, Esq. Manager, Revenue Requirements
Jessica B. Ralston, Esq. Eversource Energy
Kerri A. Mahoney, Esq. 247 Station Drive

Keegan Werlin LLP Westwood, MA 02090

99 High Street, Suite 2900 Tel: 781.441.8182

Tel: 617.951.1400 Fax: 617.951.1354

Please acknowledge receipt of this filing by date-stamping the enclosed copy of this letter and returning it in the envelope provided. Thank you for your attention to this matter.

Very truly yours,

Cheryl M. Kimball, Esq.

COSpille

Enclosures

cc: Hon. Matthew Nelson, Chair (cover letter only)

Hon. Robert Hayden, Commissioner (cover letter only)

Hon. Cecile Fraser, Commissioner (cover letter only)

Jonathan Goldberg, General Counsel

Emily Luksha, Director, Rates and Revenue Requirements

Chris Chan, Director, Electric Power Division

Marc Tassone, Hearing Officer

Nathan Forster, Assistant Attorney General

Joseph W. Rogers, Assistant Attorney General

Rachel Evans, Department of Energy Resources

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- Exhibit ES-PBR/PLAN-1 [Testimony]
- Exhibit ES-PBR/PLAN-2 [Benchmarking Study]
- Exhibit ES-PBR/PLAN-3 [Curriculum Vitae]

Major Station Capacity Projects to Support Electrification

Testimony of Digaunto Chatterjee, Lavelle A. Freeman, Gerhard Walker

- Exhibit ES-ENG-1 [Testimony]
- Exhibit ES-ENG-2 [Enabling the Commonwealth's Net Zero Emissions Future 2050: Study Methodology]
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Performance-Based Ratemaking Metrics

Testimony of Penelope M. Conner, Digaunto Chatterjee, Catherine A. Finneran, Paul R. Renaud

- Exhibit ES-METRICS-1 [Testimony]
- Exhibit ES-METRICS-2 [2022 Climate Adaption and Mitigation Plan]
- Exhibit ES-METRICS-3 [Customer-Service Initiatives in 2020]

Revenue Requirement

Testimony of Robert W. Frank and Ashley N. Botelho

- Exhibit ES-REVREQ-1 [Testimony]
- Exhibit ES-REVREQ-2 [Computation of Revenue Requirement w/ Schedules]
- Exhibit ES-REVREQ-3 [Workpapers in Support of Revenue Requirement]
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Testimony of Vincent V. Rea

- Exhibit ES-VVR-1 [Testimony]
- Exhibit ES-VVR-2 [Analysis of Regulatory Mechanisms]
- Exhibit ES-VVR-3 [DCR Method Electric Group]
- Exhibit ES-VVR-4 [DCF Method Non-Regulated Group]
- Exhibit ES-VVR-5 [Capital Asset Pricing Model]
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- Exhibit ES-VVR-7 [Book Value vs. Market Value Capitalization Ratios]

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	Exhibit ES-SL-2 [NSTAR Electric Union Total Compensation Analysis]
•	Exhibit ES-SL-3 [NSTAR Electric Union Wage Increases]
	Exhibit ES-SL-4 [Historical Correlation]
•	Exhibit ES-SL-5 [NSTAR Electric Non-Union Total Compensation Analysis]
•	Exhibit ES-SL-6 [ESC Non-Union Total Compensation Analysis]
•	Exhibit ES-SL-7 [Non-Union Merit Increases, 2019-2021]
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•	Exhibit ES-MPS-1 [Testimony]
•	Exhibit ES-MPS-2 [Working Rate Calculation]
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•	Exhibit ES-ADDITIONS-2 [Summary of Capital Additions 2016–2020]
•	Exhibit ES-ADDITIONS-3 [Plant-in-Service Summary Sheets 2016-2020]
•	Exhibit ES-ADDITIONS-3(East) [Plant in Service Lists by Year for Distribution, General and Intangible Plant]
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-	Exhibit ES-ADDITIONS-4 [Chronological List of Projects/Programs Listed in Exhibit ES-ADDITIONS-3]
•	Exhibit ES-ADDITIONS-5 [Documentation for each project listed in Exhibit ES-ADDITIONS-3 and Closing Reports]
•	Exhibit ES-ADDITIONS-6 [Documentation for all Grid Mod Projects through December 31, 2020]
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Exhibit ES-ADDITIONS-8 [Documentation for Post-Test Year Service Company Additions]
 Exhibit ES-ADDITIONS-9 [Chronological Listing of Service Company Projects 2016-2020]

Exhibit ES-ADDITIONS-10 [Documentation for Capital Projects Listed in Exhibit ES-

Exhibit ES-ADDITIONS-11 [Capital Project Authorization Policies]

December 31, 2020]

ADDITIONS-9 with Total Charges over \$500,000]

- Exhibit ES-ADDITIONS-12 [Documentation for 2021 NSTAR Electric Capital Additions] (to be provided by April 15, 2022)
- Exhibit ES-ADDITIONS-13 [Documentation for 2021 Service Company Capital Additions] (to be provided by April 15, 2022)

Depreciation Study

Testimony of John J. Spanos

- Exhibit ES-JJS-1 [Testimony]
- Exhibit ES-JJS-1, Attachment A [Qualification Statement]
- Exhibit ES-JJS-2 [NSTAR Electric Depreciation Study]
- Exhibit ES-JJS-3 [Comparison of Proposed to Existing Depreciation Expense]

Recovery of Advanced Metering Infrastructure

Testimony of Penelope M. Conner, Douglas P. Horton and Jennifer A. Schilling

- Exhibit ES-AMI-1 [Testimony]
- Exhibit ES-AMI-1, Appendix A [AMI Project Components, Preliminary Budget, Schedule]
- Exhibit ES-AMI-2 [Eversource AMI Recovery Tariff]
- Exhibit ES-AMI-3 [Computation of Metering and O&M Benchmarks]

Vegetation Management

Testimony of William A. Van Dam

- Exhibit ES-WAV-1 [Testimony]
- Exhibit ES-WAV-2 [Current Vegetation Management Program]
- Exhibit ES-WAV-3 [Current RTW Program Plan and Tariff]
- Exhibit ES-WAV-4 [Summary of Benefits of the RTW Program through 2021]
- Exhibit ES-WAV-5 [Summary of 2017-2020 RTW Program Invoices]
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Testimony of Bruce R. Chapman

- Exhibit ES-ACOS-1 [Testimony]
- Exhibit ES-ACOS-1, Attachment A [education and experience]
- Exhibit ES-ACOS-2 [Summary of ACOS Results]
- Exhibit ES-ACOS-3 [ACOS Total Cost Results by Account]
- Exhibit ES-ACOS-4A [ACOS Demand-Related Cost results by account]
- Exhibit ES-ACOS-4B [ACOS Customer-Related Cost results by account]

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-	Exhibit ES-RDC-4 [Customer Impact Analysis]
-	Exhibit ES-RDC-5 [Proposed Streetlighting Distribution Rates]
	Exhibit ES-RDC-6 [Proposed Tariffs in Clean and Redline Format]
•	Exhibit ES-RDC-7 [Workpapers]

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January 14, 2022

Emily Luksha, Director Rates and Revenue Requirements Division Department of Public Utilities One South Station, 5th Floor Boston, MA 02110

Re: NSTAR Electric Company d/b/a Eversource Energy, Petition for Approval of an Increase in Base Distribution Rates and a Performance-Based Regulatory Plan - D.P.U. 22-22

Dear Ms. Luksha:

Pursuant to G. L. c. 164, § 94 and 220 C.M.R. §§ 5.00 et seq., NSTAR Electric Company d/b/a Eversource Energy ("Eversource" or the "Company"), hereby requests approval from the Department of Public Utilities (the "Department") of changes in the schedule of rates in accordance with the Letter of Transmittal submitted pursuant to 220 C.M.R. § 5.03(1)(a). The Company's filing includes the following:

- 1. Petition for Approval of Base-Revenue Adjustment;
- 2. Proposed Tariffs and cancellations for effect February 1, 2022;
- 3. The joint testimony of Craig Hallstrom, President, Regional Electric Operations for Connecticut and Massachusetts for Eversource Energy Service Company ("Eversource Service Company"), and Douglas P. Horton, Vice President, Distribution Rates and Regulatory Requirements at Eversource Service Company, providing a case overview. This testimony introduces the Company's proposal for implementation of a comprehensive performance-based ratemaking ("PBR") plan and related proposals;
- 4. The joint testimony of Dr. Mark Meitzen, Vice President with Christensen Associates; Nicholas Crowley, and the separate testimony of Dr. Lawrence Kaufmann, presenting evidence on the Company's proposed "X factor" component of the PBR Plan and a cost-benchmarking analysis;
- 5. The joint testimony of Digaunto Chatterjee, Lavelle A. Freeman and Gerhard Walker discussing the large-scale, Major Station Capacity Projects that are planned for the NSTAR Electric system to meet the

NSTAR Electric Company d/b/a Eversource Energy D.P.U. 22-22 Letter of Explanation to Emily Luksha, Director January 14, 2022 Page 2

- expected demand requirements of the Commonwealth's electrification policy.
- 6. The joint testimony of Ms. Conner, Mr. Chatterjee, Catherine Finneran, Vice President, Sustainability and Environmental Affairs, and Paul Renaud, Vice President of Engineering for Eversource Service Company, presenting the Company's proposed performance metrics for the PBR Plan;
- 7. The joint testimony of Robert W. Frank, Director Revenue Requirements

 Massachusetts for Eversource Service Company and Ashley N. Botelho,
 Manager of Revenue Requirements at Eversource Service Company,
 presenting the Company's revenue requirement analysis and revenuedeficiency calculation, among other proposals;
- 8. The testimony of Vincent V. Rea, Managing Director of Regulatory Finance Associates, LLC, presenting the Company's proposed cost of capital;
- 9. The testimony of Sasha Lazor, Director, Compensation for Eversource Service Company, presenting the Company's employee compensation programs;
- 10. The testimony of Michael P. Synan, Director of Benefits Strategy for Eversource Service Company, presenting the Company's employee benefit programs;
- 11. The joint testimony of Leanne M. Landry, Director, Budget and Investment Planning for Eversource Service Company, and John G. Griffin, Director of Corporate Performance Management at Eversource Service Company, presenting project documentation for capital additions made since D.P.U. 17-05. This testimony also describes the capital planning and approval process in place to manage the capital expenditures for the Company;
- 12. The testimony of John J. Spanos, Senior Vice President at Gannett Fleming Valuation and Rate Consultants, presenting the depreciation study in support of the Company's depreciation rates;
- 13. The joint testimony of Penelope M. Conner, Executive Vice President, Customer Experience and Energy Strategy Eversource Energy, Mr. Horton, and Jennifer A. Schilling, Vice President of Grid Modernization for the Eversource Energy operating companies, presenting the Company's proposal to adopt a company-specific tariff to enable recovery

NSTAR Electric Company d/b/a Eversource Energy D.P.U. 22-22 Letter of Explanation to Emily Luksha, Director January 14, 2022 Page 3

- of costs associated with the Company's implementation plan for Advanced Metering Infrastructure;
- 14. The testimony of William A. Van Dam, Director, Vegetation Management for Eversource Service Company, presenting the Company's proposals related to vegetation management activities undertaking for system reliability and resiliency;
- 15. The testimony of Bruce R. Chapman, Assistant Vice President at Christensen Associates Energy Consulting, presenting the Company's allocated cost of service study that was used as the basis of the Company's rate design; and
- 16. The testimony of Richard D. Chin, Manager of Rates for Eversource Service Company, presenting the Company's proposed distribution rates, rate design, including bill-impact analysis, and proposed tariffs.

If approved by the Department, upon final implementation the base distribution rates proposed by the Company would represent a net revenue increase of \$89 million and a 2.9 percent increase on average across all customers on a total bill basis, or an increase of 12.7 percent in the Company's base distribution revenues. Specifically, the Company's proposed rates would represent:

Rates proposed by the Company for a typical **residential non-heating customer** would represent:

- an increase of \$7.14 per month for average use of 530 kWh per month in the Company's Eastern Massachusetts service territory, representing a 5.2 percent annual increase; and
- an increase of \$7.29 per month for average use of 549 kWh per month in the Company's Western Massachusetts service territory, representing a 5.4 percent annual increase.

Rates proposed by the Company for a typical **residential non-heating low-income customer** would represent:

• an increase of \$4.32 per month for average use of 480 kWh per month in the Company's Eastern Massachusetts service territory, representing a 5.9 percent annual increase; and

NSTAR Electric Company d/b/a Eversource Energy D.P.U. 22-22 Letter of Explanation to Emily Luksha, Director January 14, 2022 Page 4

• an increase of \$4.86 per month for average use of 586 kWh per month in the Company's Western Massachusetts service territory, representing a 5.5 percent annual increase.

Rates proposed by the Company for a typical **residential heating customer** would represent:

- an increase of \$17.12 per month for average use of 744 kWh per month in the Company's Eastern Massachusetts service territory, representing a 9.5 percent annual increase; and
- an increase of \$18.29 per month for average use of 805 kWh per month in the Company's Western Massachusetts service territory, representing a 9.9 percent annual increase.

Rates proposed by the Company for a typical **residential low-income heating customer** would represent:

- an increase of \$12.16 per month for average use of 843 kWh per month in the Company's Eastern Massachusetts service territory, representing a 9.9 percent increase; and
- an increase of \$13.99 per month for average use of 993 kWh per month in the Western Massachusetts service territory, representing a 10.2 percent annual increase.

Rates proposed by the Company for **commercial and industrial customers** would represent an annual bill impact ranging from a decrease of 3.7 percent to an increase of 7.8 percent, on average, for commercial and industrial customers across the Company's service territory, depending on the assigned rate class

Enclosed with the Company's filing is a draft newspaper notice that the Company proposes to publish in accordance with 220 C.M.R. § 5.06. In addition, the Company has enclosed a draft bill insert that the Company will send out with customer billings in the next two months. The Company is available to coordinate with the Department on the newspaper notice and customer bill insert.

Please do not hesitate to contact me if you have any questions or comments about this filing.

Very truly yours,

Cheryl M. Kimball, Esq.

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NSTAR Electric Company d/b/a Eversource Energy D.P.U. 22-22 Letter of Explanation to Emily Luksha, Director January 14, 2022 Page 5

Enclosures

cc: Jonathan Goldberg, Chief Legal Counsel

Mark D. Marini, Secretary

Chris Chan, Director, Electric Power Division

Marc Tassone, Hearing Officer

Nate Forster, Assistant Attorney General

Joseph W. Rogers, Assistant Attorney General

Rachel Evans, Esq., Department of Energy Resources

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January 14, 2022

Emily Luksha, Director Rates and Revenue Requirements Division Department of Public Utilities One South Station, 5th Floor Boston, MA 02110

Re: NSTAR Electric Company d/b/a Eversource Energy, Petition for Approval of an Increase in Base Distribution Rates and a Performance-Based Regulatory Plan - D.P.U. 22-22

Dear Ms. Luksha:

Pursuant to G. L. c. 164, § 94 and 220 C.M.R. §§ 5.00 et seq., NSTAR Electric Company d/b/a Eversource Energy ("Eversource" or "NSTAR Gas" or the "Company") hereby requests that the Department of Public Utilities review and approve changes to the schedules of rates as listed on Attachment A: *Proposed Tariffs and Rate Schedules for Effect February 1, 2022.*

Thank you for your assistance with this matter.

Very truly yours,

Cheryl M. Kimball

Clfrkill

Enclosures

cc: Jonathan Goldberg, Esq., Chief Legal Counsel Mark D. Marini, Secretary Marc Tassone, Hearing Officer NSTAR Electric Company d/b/a Eversource Energy D.P.U. 22-22 Letter of Tariff Advice to Emily Luksha, Director January 14, 2022 Page 2

ATTACHMENT A Proposed Tariffs and Rate Schedules for Effect February 1, 2022

New M.D.P.U. No. ¹	Cancelled M.D.P.U. No.	Description
1-22-C		Summary of Electric Delivery Rates
Cancelled	2-22-A	Summary of Electric Delivery Rates – Western Massachusetts
3B	3A	Terms and Conditions – Distribution Service
7E	7D	Residential Rate R-1
8D	8C	Residential Assistance Rate R-2
9E	9D	Residential Space Heating Rate R-3
10D	10C	Residential Space Heating Assistance Rate R-4
11E	11D	Small General Service Rate G-1
Cancelled	12D	General Service Rate G-2
13E	13D	Large General Service Rate G-3
14E	14D	Optional Time-of-Use Rate T-1 (Closed)
15F	15E	Medium General Service Rate G-2
16D	16C	MWRA Rate WR
Cancelled	18D	General (Non-Demand) Rate G-0
19E	19D	Small General Service Rate G-1
20E	20D	Medium General Service Rate G-2
21E	21D	Large General Service Rate G-3
Cancelled	22D	Optional Time-of-Use Rate G-4
23E	23D	Commercial Space Heating Rate G-5 (Closed)
24E	24D	Optional Time-of-Use Rate G-6 (Closed)
25C	25B	Standby Service Rate SB-1 (Closed)
26D	26C	Maintenance Service Rate MS-1 (Closed)
27C	27B	Supplemental Service Rate SS-1 (Closed)
29E	29D	Small General Service Rate G-1
30E	30D	Medium General Service Rate G-2
31E	31D	Large General Service Rate G-3
32E	32D	General Power Rate G-4 (Closed)
Cancelled	33D	Commercial Space Heating Rate G-5 (Closed)
34E	34D	All Electric School Rate G-6 (Closed)
35F	35E	Optional General Time-of-Use Rate G-7 (Closed)
36D	36C	Optional Water Heating Rate 23 (Closed)
37E	37D	Optional Church Rate 24 (Closed)

Effective date of all rates is February 1, 2022.

NSTAR Electric Company d/b/a Eversource Energy D.P.U. 22-22 Letter of Tariff Advice to Emily Luksha, Director January 14, 2022 Page 3

38E	38D	Small General Service Rate G-1
Cancelled	39E	Small General Service Time-of-Use Rate T-0
40E	40D	Medium General Service Rate G-2
41E	41D	Optional Medium General Service Time-of-Use Rate T-4
42E	42D	Large General Service Rate G-3
43D	43C	Extra Large General Service Rate T-5
44H	44G	Street and Security Lighting Rate S-1
45E	45D	Street and Security Lighting Rate S-2
46B	46A	Basic Service
47D	47C	Basic Service Cost Reconciliation
50D	50C	Energy Efficiency Charge
54A	54	Power Purchase Rate
Cancelled	58	Load Response Program
59F	59E	Performance Based Revenue Adjustment
60I	60H	Revenue Decoupling Adjustment Mechanism
61B	61A	Pension/PBOP Adjustment Mechanism
62D	62C	Residential Assistance Adjustment Clause
63E	63D	Storm Cost Recovery Adjustment Factor
Cancelled	64C	Storm Cost Recovery Adjustment Factor
65D	65C	Storm Reserve Adjustment Mechanism
66D	66C	Solar Program Cost Adjustment
67D	67C	Solar Expansion Cost Recovery Mechanism
68I	68H	Net Metering
69D	69C	Long-Term Renewable Contract Adjustment
70D	70C	Attorney General Consultant Expense
72B	72A	Vegetation Management
74E	74D	Solar Massachusetts Renewable Target
75A	75	2017 Tax Act Credit
80		Advanced Metering Infrastructure

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company d/b/a)	
Eversource Energy for Approval of a Performance-)	
Based Ratemaking Plan and Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

PETITION FOR APPROVAL

Pursuant to G.L. c. 164, § 94, and 220 C.M.R. §§ 5.00 et seq., NSTAR Electric Company d/b/a Eversource Energy ("Eversource," "NSTAR Electric" or the "Company") respectfully requests that the Department of Public Utilities (the "Department") approve renewal of the Company's performance-based ratemaking ("PBR") plan for a 10-year term starting January 1, 2023 through December 31, 2032, and an increase in distribution rates, along with other rate proposals. In support thereof, the Company states as follows:

A. Introduction

- 1. NSTAR Electric is an electric distribution company subject to the Department's jurisdiction under G. L. c. 164, § 1, serving in two geographic areas designated as "EMA" (eastern Massachusetts) and "WMA" (western Massachusetts). Through its Massachusetts electric operations, Eversource serves approximately 1.4 million customers in 139 cities and towns, or just less than one-half of the local municipalities in the Commonwealth of Massachusetts.
- 2. The service area designated as EMA encompasses the City of Boston and surrounding communities, extending west to Sudbury, Framingham, and Hopkinton, as well as communities in southeastern Massachusetts extending from Marshfield south through Plymouth, Cape Cod and Martha's Vineyard, and west through New Bedford and Dartmouth. Within this

geographic area, the Company serves approximately 1.2 million residential, commercial and industrial customers in approximately 80 communities, covering approximately 1,700 square miles. The customer base includes approximately 1,013,077 residential customers and 164,869 business customers.

- 3. The service area designated as WMA encompasses the City of Springfield and surrounding communities, extending west the New York border and north to Greenfield and the Vermont border. Within this geographic area, the Company serves approximately 209,000 residential, commercial and industrial customers in approximately 59 communities in western Massachusetts, covering approximately 1,500 square miles. The customer base includes approximately 189,507 residential customers and 18,961 business customers.
- 2. The Company's principal administrative and operating office is currently located at 247 Station Drive, Westwood, Massachusetts 02090.
- 3. The Company was last granted a general increase in distribution rates in <u>NSTAR</u> Electric Company, D.P.U. 17-05 (2017).

B. Rate Proposals

- 5. In this proceeding, the Company is submitting a request for a change in base distribution rates.
- 6. Based on a review of the Company's operating revenues, expenses, and capital investment through the test-year ending December 31, 2020, and known and measurable changes through the mid-point of the rate-year July 1, 2023, the Company has computed an annualized delivery revenue deficiency of \$89 million. The proposed revenue requirement is based on a total rate base of \$4.263 billion and an overall weighted cost of capital of 7.32 percent, reflecting a proposed return on equity of 10.5 percent. The total rate base reflected in the proposed revenue

requirement is the product of nearly \$2.05 billion in plant placed in service over the past five years, including contributions in aid of construction ("CIAC"), plus the cost of removal, and less accumulated depreciation, accumulated deferred income taxes occurring since the Company's most recent distribution rate case in D.P.U. 17-05.

- 7. If the Company's proposals are approved without modification, a typical residential customer consuming 530 kWh in a month would, on average, experience a total monthly bill increase of \$7.14 or approximately 5.2 percent, effective January 1, 2023. For NSTAR Electric's commercial and industrial ("C&I") customer classes, average monthly bill impacts would vary across rate classes with the average for the group below 10 percent, as of January 1, 2023.
- 8. The Company's proposed PBR Plan includes a performance-based ratemaking mechanism ("PBRM") that would adjust rates annually in accordance with a revenue per customer cap formula to be approved by the Department in this case. The PBRM promotes administrative efficiencies; benefits customers in terms of continuing to promote a high level of safety and service reliability; and provides strong incentives to the Company to control costs.
- 9. As part of the PBR plan, the Company is proposing a comprehensive set of performance metrics to focus Company performance in areas that are increasingly important to customers, the Department, policymakers, and other stakeholders. The performance metrics are designed to align with several of the Department's policy objectives and will allow the Department and stakeholders to monitor the Company's progress during the term of the PBR plan.
- 10. To support the Company's proposed base distribution revenue increase and associated cost-recovery proposals, the Company's filing includes the testimony and exhibits from the following witnesses:

- 1. The joint testimony of Craig Hallstrom, President, Regional Electric Operations for Connecticut and Massachusetts for Eversource Energy Service Company ("Eversource Service Company"), and Douglas P. Horton, Vice President, Distribution Rates and Regulatory Requirements at Eversource Service Company, providing a case overview. This testimony introduces the Company's proposal for implementation of a comprehensive performance-based ratemaking ("PBR") plan and related proposals;
- 2. The joint testimony of Dr. Mark Meitzen, Vice President with Christensen Associates; Nicholas Crowley, and the separate testimony of Dr. Lawrence Kaufmann, presenting evidence on the Company's proposed "X factor" component of the PBR Plan and a cost-benchmarking analysis;
- 3. The joint testimony of Digaunto Chatterjee, Lavelle A. Freeman and Gerhard Walker discussing the large-scale, Major Station Capacity Projects that are planned for the NSTAR Electric system to meet the expected demand requirements of the Commonwealth's electrification policy.
- 4. The joint testimony of Ms. Conner, Mr. Chatterjee, Catherine Finneran, Vice President, Sustainability and Environmental Affairs, and Paul Renaud, Vice President of Engineering for Eversource Service Company, presenting the Company's proposed performance metrics for the PBR Plan;
- 5. The joint testimony of Robert W. Frank, Director Revenue Requirements Massachusetts for Eversource Service Company and Ashley N. Botelho, Manager of Revenue Requirements at Eversource Service Company, presenting the Company's revenue requirement analysis and revenue-deficiency calculation, among other proposals;
- 6. The testimony of Vincent V. Rea, Managing Director of Regulatory Finance Associates, LLC, presenting the Company's proposed cost of capital;
- 7. The testimony of Sasha Lazor, Director, Compensation for Eversource Service Company, presenting the Company's employee compensation programs;
- 8. The testimony of Michael P. Synan, Director of Benefits Strategy for Eversource Service Company, presenting the Company's employee benefit programs;
- 9. The joint testimony of Leanne M. Landry, Director, Budget and Investment Planning for Eversource Service Company, and John G. Griffin, Director of Corporate Performance Management at Eversource Service Company, presenting project documentation for capital additions made since D.P.U. 17-05. This testimony also describes the capital planning and approval process in place to manage the capital expenditures for the Company;

- 10. The testimony of John J. Spanos, Senior Vice President at Gannett Fleming Valuation and Rate Consultants, presenting the depreciation study in support of the Company's depreciation rates;
- 11. The joint testimony of Penelope M. Conner, Executive Vice President, Customer Experience and Energy Strategy Eversource Energy, Mr. Horton, and Jennifer A. Schilling, Vice President of Grid Modernization for the Eversource Energy operating companies, presenting the Company's proposal to adopt a company-specific tariff to enable recovery of costs associated with the Company's implementation plan for Advanced Metering Infrastructure;
- 12. The testimony of William A. Van Dam, Director, Vegetation Management for Eversource Service Company, presenting the Company's proposals related to vegetation management activities undertaking for system reliability and resiliency;
- 13. The testimony of Bruce R. Chapman, Assistant Vice President at Christensen Associates Energy Consulting, presenting the Company's allocated cost of service study that was used as the basis of the Company's rate design; and
- 14. The testimony of Richard D. Chin, Manager of Rates for Eversource Service Company, presenting the Company's proposed distribution rates, rate design, including bill-impact analysis, and proposed tariffs.
- 11. The Company's request for a change in base distribution rates is supported by a revenue-requirement analysis calculated consistent with the Department's established ratemaking practices and incorporates certain proposals the Company put forth for the Department's consideration in this case. The revenue-requirement analysis and associated rate design is supported by a cost-of-capital analysis, depreciation study, and allocated cost of service study.

WHEREFORE, for the reasons set forth in this petition and in the testimony and exhibits of the Company's witnesses, the Company respectfully requests that the Department:

<u>ORDER</u>: That the Company's PBR ratemaking proposals and requests for cost recovery are approved;

ORDER: That the proposed tariffs submitted with this petition represent just and reasonable rates and are approved; and

<u>ORDER</u>: Such other and further orders and approvals as may be necessary or appropriate.

Respectfully submitted,

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By its attorneys,

T CILINA

Kurmananay

Cheryl M. Kimball, Esq. Danielle C. Winter, Esq. Jessica B. Ralston, Esq. Kerri A. Mahoney, Esq. Keegan Werlin LLP 99 High Street, Ste 2900 Boston, MA 02110 (617) 951-1400

Date: January 14, 2022

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

Petition of NSTAR Electric Company d/b/a Eversource Energy for Approval of an Increase in Base Distribution Rates for Electric Service Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00

D.P.U. 22-22

ATTESTATION OF PHILIP J. LEMBO

I, Philip J. Lembo, Executive Vice President, Chief Financial Officer and Treasurer of Eversource Energy, do hereby attest that to the best of my knowledge, information and belief, the cost of revenue statements and the supporting data submitted, which purport to reflect the books of NSTAR Electric Company d/b/a Eversource Energy, do in fact set forth the results shown by such books, and all differences between the books and the test year data, and any changes in the manner of recording an item on the books of NSTAR Electric Company during the test year, have been expressly noted.

Executive Vice President and Chief Financial Officer

Eversource Energy

Subscribed and attested before me on this the 12 day of January, 2022.

My Commission Expires: June 12, 2026



DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

AFFIDAVIT OF ASHLEY N. BOTELHO

Ashley N. Botelho does hereby depose and say as follows:

I, Ashley N. Botelho, certify that the attached direct testimony and related exhibits on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Ashley N. Botelho

Manager, Revenue Requirements

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DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

AFFIDAVIT OF BRUCE CHAPMAN

Bruce Chapman does hereby depose and say as follows:

I, Bruce Chapman, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Bruce Chapman

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
v)	

AFFIDAVIT OF CATHERINE FINNERAN

Catherine Finneran does hereby depose and say as follows:

I, Catherine Finneran, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Catherine Finneran

Cather Tomewo

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

AFFIDAVIT OF CRAIG A. HALSTROM

Craig A. Halstrom does hereby depose and say as follows:

I, Craig A. Halstrom, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Craig A. Halstrom

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF DIGAUNTO CHATTERJEE

Digaunto Chatterjee does hereby depose and say as follows:

I, Digaunto Chatterjee, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Digaunte Chatterjee

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
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Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF DIGAUNTO CHATTERJEE

Digaunto Chatterjee does hereby depose and say as follows:

I, Digaunto Chatterjee, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Digaunte Chatterjee

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

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Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
v)	

AFFIDAVIT OF GERHARD WALKER

Gerhard Walker does hereby depose and say as follows:

I, Gerhard Walker, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of Jahuary, 2022.

Gerhard Walker

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
, v)	

AFFIDAVIT OF JENNIFER A. SCHILLING

Jennifer A. Schilling does hereby depose and say as follows:

I, Jennifer A. Schilling, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Jennifer A. Schilling

DEPARTMENT OF PUBLIC UTILITIES

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Petition of NSTAR Electric Company)	
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in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF JOHN GRIFFIN

John Griffin does hereby depose and say as follows:

I, John Griffin, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

John Griffin

DEPARTMENT OF PUBLIC UTILITIES

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Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF JOHN J. SPANOS

John J. Spanos does hereby depose and say as follows:

I, John J. Spanos, certify that the attached direct testimony and related exhibits on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

John J. Spanos

President, Gannett Fleming Valuation and Rate Consultants, LLC

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

Petition of NSTAR Electric Company)	
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in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF LAVELLE A. FREEMAN

Lavelle A. Freeman does hereby depose and say as follows:

I, Lavelle A. Freeman, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Lavelle A Freeman

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

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Petition of NSTAR Electric Company)	
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in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

AFFIDAVIT OF LARRY KAUFMANN

Larry Kaufmann does hereby depose and say as follows:

I, Larry Kaufmann, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Larry Kaufmann

President,

LKaufmann Consulting, Inc.

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

AFFIDAVIT OF LEANNE M. LANDRY

Leanne M. Landry does hereby depose and say as follows:

I, Leanne M. Landry, certify that the attached direct testimony and related exhibits on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Leanne M. Landry

Director, Budget and Investment Planning

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
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Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

AFFIDAVIT OF MARK E. MEITZEN, PH.D

Mark E. Meitzen, Ph.D does hereby depose and say as follows:

I, Mark E. Meitzen, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Mark E. Meitzen

Senior Consultant,

Christensen Associates Energy Consulting,

LLC

DEPARTMENT OF PUBLIC UTILITIES

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Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF MICHAEL P. SYNAN

Michael P. Synan does hereby depose and say as follows:

I, Michael P. Synan, certify that the attached direct testimony and related exhibits on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Director, Benefits Strategy and Human

Resources Shared Services

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF NICHOLAS CROWLEY

Nicholas Crowley does hereby depose and say as follows:

I, Nicholas Crowley, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Micholas Crowley

Nicholas Crowley

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF PAUL R. RENAUD

Paul R. Renaud does hereby depose and say as follows:

I, Paul R. Renaud, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Paul R. Renaud

Vice President of Engineering – Eversource Service Company

Paul R. Renaul

DEPARTMENT OF PUBLIC UTILITIES

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Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF PENELOPE MCLEAN CONNER

Penelope McLean Conner does hereby depose and say as follows:

I, Penelope McLean Conner, certify that the attached direct testimony and related exhibits on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Penelope McLean Conner

Executive Vice President Customer Experience and

Energy Strategy

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF RICHARD D. CHIN

Richard D. Chin does hereby depose and say as follows:

I, Richard D. Chin, certify that the attached direct testimony and related exhibits on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Richard D. Chin Manager, Rates

DEPARTMENT OF PUBLIC UTILITIES

Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF ROBERT W. FRANK

Robert W. Frank does hereby depose and say as follows:

I, Robert W. Frank, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Robert W. Frank

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

AFFIDAVIT OF SASHA LAZOR

Sasha Lazor does hereby depose and say as follows:

I, Sasha Lazor, certify that the attached direct testimony and related exhibits on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Sasha Lazor

Director, Compensation

DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
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AFFIDAVIT OF VINCENT V. REA

Vincent V. Rea does hereby depose and say as follows:

I, Vincent V. Rea, certify that the attached direct testimony and related exhibits on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

Vincent V. Rea

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company)	
d/b/a Eversource Energy for Approval of an Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
, v)	

AFFIDAVIT OF WILLIAM VAN DAM

William Van Dam does hereby depose and say as follows:

I, William van Dam, certify that the attached testimony and exhibits, filed on behalf of NSTAR Electric Company d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 14th day of January, 2022.

William A Van Dam

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company d/b/a)	
Eversource Energy for Approval of a Performance-)	
Based Ratemaking Plan and Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

MOTION OF NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION

NSTAR Electric Company d/b/a Eversource Energy ("Eversource" or the "Company") hereby requests that the Department of Public Utilities (the "Department") grant protection from public disclosure of certain confidential, sensitive and proprietary information submitted in this proceeding in accordance with G.L. c. 25, § 5D and 220 CMR § 1.04(5)(e). Specifically, Eversource requests that the Department protect from public disclosure the Company's federal income tax returns for 2019 and 2020, which are included with the filing requirements accompanying the Company's initial filing in this proceeding as Section III.B.7 CONFIDENTIAL, Exhibit ES-PBR/TFP-4 CONFIDENTIAL, the proprietary modeling prepared by the Company's consultant, Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL, the Company's grid modernization program project documentation and invoices, and Exhibit ES-WAV-6 CONFIDENTIAL, the Company's Resiliency Tree Work ("RTW") program invoices (collectively, the "Confidential Exhibits"). As discussed below, the specified information is confidential, competitively sensitive, and proprietary and should be afforded protective treatment.

I. LEGAL STANDARD

The Department is authorized to protect from public disclosure "trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings." G.L. c. 25, § 5D. The Department has developed a three-part standard for assessing requests for protective treatment submitted pursuant to c. 25, § 5D.

First, the information for which protection from disclosure is sought must constitute "trade secrets, [or] confidential, competitively sensitive or other proprietary information." Second, the party seeking protection from disclosure must overcome the statutory presumption that the public is benefited by disclosure of that information by "proving" the need for non-disclosure. The Department will protect only so much of the information as is necessary to meet the established need. See, e.g., Western Massachusetts Electric Company, D.T.E. 99-56 (1999); Dispatch Communications of New England d/b/a Nextel Communications, Inc., D.P.U. 95-59-B/95-80/95-112/96-13, September 2, 1997 Procedural Order. Appropriate considerations with respect to the public interest issue include an assessment of the interests at stake, the likely harm that would result from public disclosure of information, and the public policy implications of such disclosure. See, e.g., Berkshire Gas Company, D.P.U. 93-187/188/189/190 (1994); Boston Gas Company, D.P.U. 92-259 (1993), Essex County Gas Company, D.P.U. 96-105 (1996).

II. BASIS FOR CONFIDENTIALITY

A. Federal Tax Returns

Section III.B.7 CONFIDENTIAL provides the Company's federal tax returns for the years 2019 and 2020. These documents should be protected by the Department and remain confidential, for several reasons. First, these documents include certain financial information regarding Eversource's business, which is confidential, competitively sensitive and proprietary. If released

to the public, the information contained in the tax returns could jeopardize the competitive business position of the Company. In addition, the Company takes all reasonable measures to keep its tax returns out of the public domain. The Company is not required to publicly disclose its consolidated tax return in any other jurisdiction, nor does it do so.¹

Accordingly, the Company requests that the Department protect the Company's federal tax returns included in the Section III.B.7 CONFIDENTIAL for a five-year period from the date of the filing, subject to further protection upon a showing that continued confidential treatment is warranted and appropriate consistent with the treatment granted by the Department for other public utilities' income tax returns. Eversource Gas Company of Massachusetts d/b/a Eversource Energy, D.P.U. 21-GSEP-05, Hearing Officer Ruling on Motions for Protective Treatment of Confidential Information (December 3, 2021). Consistent with the Department's treatment of tax return information, the Company requests that its income tax returns be treated as confidential in their entirety. Accordingly, the Company is not providing redacted copies of these materials for the public record and instead is only providing un-redacted copies of its tax returns to the Hearing Officer in this proceeding.

B. Proprietary Models

The Company is seeking confidential treatment for Exhibit ES-PBR/TFP-4 CONFIDENTIAL. Exhibit ES-PBR/TFP-4 CONFIDENTIAL includes proprietary models developed by the Company's outside consultants, Christensen Associates, Inc. (the "Consultant"). Exhibit ES-PBR/TFP-4 CONFIDENTIAL should be protected from public disclosure because the modeling contained therein constitute proprietary data and information that is the property of the

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The Internal Revenue Service states with respect to federal tax return information that "Section 6103 [in 26 U.S.C.A.] provides that returns and return information shall be confidential and may not be disclosed except as authorized by the Code." See http://www.irs.gov/irm/part37/irm 37-001-002.html.

Company's Consultant. The data and information contained in the Consultant's model was compiled by the Consultant for use in providing analytical and other services to its business clients, including the Company. The information and the resulting compilation and presentation of data in Exhibit ES-PBR/TFP-4 CONFIDENTIAL is not available in the public domain, nor may the public access such information and resultant data compilation and presentation absent a binding contract for services with the Consultant. Exhibit ES-PBR/TFP-4 CONFIDENTIAL contains sensitive, proprietary, and confidential information that, if publicly disclosed, would disclose competitively sensitive information to other parties and could seriously harm the competitive business position of the Consultant. Such a result would be contrary to the public interest.

If the Department were to require the public disclosure of this competitively sensitive and proprietary information in this docket, the Company (and other utilities in the Commonwealth) would likely experience substantial difficulty in the future in negotiating successfully with potential contract partners; particularly in terms of obtaining potential third-party experts to conduct independent analyses that are not easily replicable by the Company. The Department's decision to publicly disclose Exhibit ES-PBR/TFP-4 CONFIDENTIAL in this proceeding would put potential expert consultants on notice that their proprietary information may be disclosed to their business competitors or entities seeking to access the proprietary information without appropriate compensation. As a result, the Department's decision would have a chilling effect on the Company's ability to: (1) attract contract partners who may fear that the Department will ultimately release proprietary algorithms, analyses and information to their business competitors or potential clients, and (2) secure attractive pricing from contract partners for the benefit of the Company's customers.

The Department has consistently protected commercially sensitive and proprietary studies and models performed by outside consultants because the Department recognizes that release of such commercially sensitive and proprietary information would seriously undermine a company's ability to retain the services of expert consultants, and thus, jeopardize the ability of a company to ensure that customers are ultimately benefitting from the decisions made based on the results of the consultant's work product. See, e.g., Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid, D.P.U. 18-150 (April 2, 2019 Stamp Grant approving March 12, 2019 Motion for Confidential Treatment of PBR Model); NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy, D.P.U. 17-05, (Feb. 22, 2017 Stamp Grant approving January 19, 2017 Motion for Confidential Treatment for Christensen Associates PBR model); NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy, D.P.U. 15-181 (Interlocutory Order (April 5, 2016) and Stamp Approval of October 21, 2016 Motion for Protective Treatment (November 1, 2016)); Bay State Gas Company, D.P.U. 12-25 (Hearing Officer Ruling, Tr. 1, at 6 (July 2, 2012)); New England Gas Company, D.P.U. 10-114 (June 6, 2011) (approving motions for protective treatment of confidential information relating to proprietary compensation studies); New England Gas Company, D.P.U. 08-35 (approving motions for protective treatment of confidential information relating to proprietary compensation studies (see, e.g., New England Gas Company October 2, 2008 Motion for Protective Treatment)).

Accordingly, the Department should protect from public disclosure Exhibit ES-PBR/TFP-4 CONFIDENTIAL for at least three years, subject to the Company's request for further protection at the expiration of the initial three-year period upon a showing that continued confidential treatment is warranted and appropriate. The Company is providing an unredacted version of

Exhibit ES-PBR/TFP-4 CONFIDENTIAL to the Hearing Officer in this proceeding and will provide a redacted version of Exhibit ES-PBR/TFP-4 CONFIDENTIAL for the public record.

C. Negotiated Pricing

The Company is seeking confidential treatment for Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL and ES-WAV-6 CONFIDENTIAL because they contain competitive negotiated pricing, fee and commercially sensitive information that, if released, could impact the Company's ability to negotiate fair and competitive pricing terms in the future. The negotiated pricing terms, fees and commercially sensitive information contained in the Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL and ES-WAV-6 CONFIDENTIAL pertain to materials and services for the Company's RTW and grid modernization programs.

Public disclosure of the Company's vendors' competitive pricing information contained in Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL and ES-WAV-6 CONFIDENTIAL would harm the Company's bargaining position and weaken its ability to negotiate with parties in the future. Moreover, disclosure of such information may place the Company's vendors at a competitive disadvantage with respect to its ability to negotiate fees for services with existing and potential clients. The Department has protected sensitive price terms from public disclosure historically, because the public release of negotiated terms discloses the very types of information that the Department has previously and consistently held to be confidential. The Department has recognized that the release of negotiated pricing information would seriously undermine the Company's negotiating position and thus, jeopardize the ability of the Company to ensure that customers are being served at the lowest possible cost. See, e.g., Massachusetts Electric Company and Nantucket Electric Company each d/b/a National Grid, D.P.U. 18-150 (approving April 30, 2019 motion for protective treatment of negotiated pricing terms and billing rate); NSTAR Electric

Company and Western Massachusetts Electric Company d/b/a Eversource Energy, D.P.U. 17-05 (approving March 6, 2017 motion for protective treatment of confidential billing rates); Eversource Energy, D.P.U. 17-05 (approving March 20, 2017 motion for protective treatment of negotiated pricing terms); New England Gas Company, D.P.U. 08-35 (approving October 22, 2008 and December 10, 2008 motions for protective treatment of confidential bid information and billing rates); Boston Gas Co., D.T.E. 03-40, at 3 (approving all motions for protective treatment of confidential information filed in this proceeding by Boston Gas, including the motion filed on August 11, 2003 related to consultants' billing rates).

Consistent with the prior rulings discussed above, the Department should grant the motion and maintain Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL and ES-WAV-6 CONFIDENTIAL as confidential in order to protect the Company and the commercially sensitive information of its vendors. The Company is requesting that Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL and ES-WAV-6 CONFIDENTIAL be maintained as confidential for a period of three years from the date that a final Order is issued in this case, subject to further protection upon a showing that continued confidential treatment is warranted and appropriate. National Grid, D.P.U. 09-32 (April 16, 2010 Hearing Officer Memorandum at 6). To the best of the Company's knowledge, the terms and price information in Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL and ES-WAV-6 CONFIDENTIAL is not otherwise available in the public domain. The Company is providing unredacted versions of Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL and ES-WAV-6 CONFIDENTIAL to the Hearing Officer in this proceeding.²

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Due to the volume of invoices and project documentation being provided in Exhibits ES-ADDITIONS-6(d)-(e) CONFIDENTIAL and ES-WAV-6 CONFIDENTIAL, the Company is not producing redacted versions of these exhibits for the public record.

III. CONCLUSION

WHEREFORE, for the reasons stated above, the Company respectfully requests that the Department grant its motion to protect from public disclosure confidential, competitively sensitive, proprietary information contained in the Confidential Exhibits.

Respectfully submitted,

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By its attorneys,

Cofficial

Cheryl M. Kimball, Esq. Danielle C. Winter, Esq. Jessica Buno Ralston, Esq. Kerri Mahoney, Esq.

Keegan Werlin LLP 99 High Street, Suite 2900

Boston, Massachusetts 02110

(617) 951-1400

Dated: January 14, 2022

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

)	
Petition of NSTAR Electric Company d/b/a)	
Eversource Energy for Approval of a Performance-)	
Based Ratemaking Plan and Increase)	D.P.U. 22-22
in Base Distribution Rates for Electric Service)	
Pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00)	
)	

STATEMENT OF NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY IN SUPPORT OF ITS REQUEST FOR A DESIGNATION OF CONFIDENTIAL ENERGY INFRASTRUCTURE INFORMATION

I. <u>INTRODUCTION</u>

NSTAR Electric Company d/b/a Eversource Energy ("Eversource" or the "Company") hereby requests the Department of Public Utilities (the "Department") grant protection from public disclosure of certain confidential information submitted in this proceeding in accordance with G.L. c. 4, §7 cl. 26 (n). Specifically, Eversource requests that the Department protect critical energy infrastructure information ("CEII") produced as part of Exhibit ES-ADDITIONS-6(d) (2019) (CONFIDENTIAL-CEII) (the "CEII Exhibit"), the public disclosure of which would reveal certain CEII-related materials that are protected by statue. The Company has provided the CEII Exhibit to the Hearing Officer in this proceeding electronically in a Sharefile folder marked "CONTAINS CEII – DO NOT RELEASE", which will only be available for a timeframe of two weeks.

II. STANDARD OF REVIEW

G.L. c. 4, § 7, cl. 26 sets out the statutory definition for "Public Records" as enumerated documents, maps, photographs, etc. that are made or received by any officer or employee of any state agency, department, board, commission, etc. G.L. c. 4, § 7, cl. 26(n) exempts CEII from the public records law and thus public disclosure requirements as follows:

(n) records, including, but not limited to, blueprints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the commonwealth, the disclosure of which, in the reasonable judgment of the record custodian, subject to review by the supervisor of public records under subsection (b) of section 10 of chapter 66, is likely to jeopardize public safety.

III. STATEMENT OF SUPPORT

The Department has plain and unambiguous statutory authority to keep the requested information in the CEII Exhibit confidential pursuant to G.L. c. 4, § 7, clause 26(n). The Legislature, which enacted Clause 26(n) in 2002 in response to the events of September 11, 2001, clearly expressed a desire to protect public safety by exempting materials related to a utility's critical infrastructure from the general presumption that certain information is a public record. The Department has noted that its authority to keep materials exempt under G.L. c. 4, § 7, clause 26(n) is "separate and apart" from (and, by implication, broader than) its more narrowly construed authority under G.L. c. 25, § 5D. D.T.E. and Siting Board Rulemaking, D.T.E. 98-84, at 23 (2003) (declining to rule with particularity in the context of a rulemaking regarding the protection of critical energy infrastructure).

Eversource recognizes that the Department must balance two competing interests of the public in making its determination whether to keep particular information such as the CEII contained in the CEII Exhibit confidential pursuant to G.L. c. 4, § 7, clause 26(n). The Department

must weigh the public's interest in transparency and information and the public's interest in safety, security and the safe and reliable provision of gas service. However, by inserting clause 26(n) as a specific exemption to the general presumption of disclosure, the Legislature has statutorily communicated its belief that the interest in safety, security and the safe and reliable provision of gas service should outweigh the public's interest in transparency and information where disclosure jeopardizes public safety. The Department has performed this balancing in the past and protected information pursuant to G.L. c. 4, § 7, clause 26(n). <u>Verizon New England, Inc. d/b/a Verizon Massachusetts</u>, D.T.E. 02-8, at 11-12 (2005) (granting Verizon's motion to restrict public disclosure of results of internal security reviews).

Based on the language of G.L. c. 4, § 7, cl. 26(n), the Company classifies the following information in the CEII Exhibit as CEII and hereby seeks to protect it from public dissemination:

• Exhibit ES-ADDITIONS-6(d) (2019) (CONFIDENTIAL-CEII) contains information that relates details about operating and engineering processes and procedures for the Company's electrical transmission and substation infrastructure. This information could be useful to a person or persons planning tampering, sabotage, vandalism or other targeted attacks on Eversource's critical energy infrastructure. Thus, public disclosure of the information in Exhibit ES-ADDITIONS-6(d) (2019) (CONFIDENTIAL-CEII) would represent an undue risk to public safety and should be protected as confidential.

To the best of the Company's knowledge, the CEII in the CEII Exhibit is not customarily available in the public domain. The Company requests that the Department maintain the confidential CEII status associated with the information in the CEII Exhibit indefinitely. There is no basis for assuming that the threat to public safety that may result from disclosure of the CEII will abate in a fixed, predetermined period of time.

IV. <u>CONCLUSION</u>

For the reasons stated above, Eversource respectfully requests that the CEII Exhibit be maintained as confidential.

Respectfully submitted,

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By its attorneys,

Cheryl M. Kimball, Esq.

Danielle C. Winter, Esq.

Jessica Buno Ralston, Esq.

Kerri Mahoney, Esq.

Clfrill

Keegan Werlin LLP

99 High Street, Suite 2900

Boston, Massachusetts 02110

(617) 951-1400

Dated: January 14, 2022

KEEGAN WERLIN LLP

ATTORNEYS AT LAW
99 HIGH STREET, SUITE 2900
BOSTON, MASSACHUSETTS 02110

TELECOPIER: (617) 951-1354

(617) 951-1400

January 14, 2022

Mark D. Marini, Secretary Department of Public Utilities One South Station, 5th Floor Boston, MA 02110

Re: NSTAR Electric Company d/b/a Eversource Energy, Petition for Approval of an Increase in Base Distribution Rates and a Performance-Based Regulatory Plan - D.P.U. 22-22

Dear Mr. Marini:

On behalf of NSTAR Electric Company d/b/a Eversource Energy, enclosed are the Notices of Appearance of Counsel relating to the filing made in the above-referenced docket. Thank you for your attention to this matter.

Very truly yours,

Cheryl M. Kimball

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Enclosures

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

D.P.U. 22-22

ON BEHALF OF NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

APPEARANCE OF COUNSEL

In the above referenced proceeding, we the undersigned hereby appear for and on behalf of NSTAR Electric Company d/b/a Eversource Energy.

Respectfully Submitted,

Cheryl M. Kimball, Esq. Danielle C. Winter, Esq.

Jessica Buno Ralston, Esq.

Kerri Mahoney, Esq.

Keegan Werlin LLP

99 High Street, Ste 2900

Boston, MA 02110 Tel: (617) 951-1400

Fax: (617) 951-1354

Dated: January 14, 2022

NOTICE OF FILING

D.P.U. 22-22

Petition of NSTAR Electric Company d/b/a Eversource Energy for Approval of a Performance-Based Ratemaking Plan and Increase in Base Distribution Rates for Electric Service Pursuant to G.L. c. 164, § 94 and 220 C.M.R. §5.00

On January 14, 2022, NSTAR Electric Company d/b/a Eversource Energy ("Eversource" or the "Company") filed a petition with the Department of Public Utilities ("Department") for approval of a general increase in electric distribution rates and a ten-year performance-based regulatory plan. In its filing, the Company seeks an annualized net increase in distribution revenue of \$89 million, representing upon final implementation a 2.9 percent increase on average across all customers on a total bill basis, or an increase of 12.7 percent in the Company's base distribution revenues.

If approved by the Department, the Company's proposed rates would represent:

Rates proposed by the Company for a typical **residential non-heating customer** would represent:

- an increase of \$7.14 per month for average use of 530 kWh per month in the Company's Eastern Massachusetts service territory, representing a 5.2 percent annual increase; and
- an increase of \$7.29 per month for average use of 549 kWh per month in the Company's Western Massachusetts service territory, representing a 5.4 percent annual increase.

Rates proposed by the Company for a typical **residential non-heating low-income customer** would represent:

- an increase of \$4.32 per month for average use of 480 kWh per month in the Company's Eastern Massachusetts service territory, representing a 5.9 percent annual increase; and
- an increase of \$4.86 per month for average use of 586 kWh per month in the Company's Western Massachusetts service territory, representing a 5.5 percent annual increase.

Rates proposed by the Company for a typical **residential heating customer** would represent:

• an increase of \$17.12 per month for average use of 744 kWh per month in the Company's Eastern Massachusetts service territory, representing a 9.5 percent annual increase; and

• an increase of \$18.29 per month for average use of 805 kWh per month in the Company's Western Massachusetts service territory, representing a 9.9 percent annual increase.

Rates proposed by the Company for a typical **residential low-income heating customer** would represent:

- an increase of \$12.16 per month for average use of 843 kWh per month in the Company's Eastern Massachusetts service territory, representing a 9.9 percent increase; and
- an increase of \$13.99 per month for average use of 993 kWh per month in the Western Massachusetts service territory, representing a 10.2 percent annual increase.

Rates proposed by the Company for **commercial and industrial customers** would represent an annual bill impact ranging from a decrease of 3.7 percent to an increase of 7.8 percent, on average, for commercial and industrial customers across the Company's service territory, depending on the assigned rate class.

The Department has docketed the matter as D.P.U. 22-22, and it has suspended the effective date of the proposed rate increase until January 1, 2023 in order to investigate the propriety of the Company's request. Eversource was last granted a general increase in electric distribution rates in NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy, D.P.U. 17-05 (2017).

Due to the COVID-19 state of emergency issued by Governor Baker on March 10, 2020, and certain ongoing restrictions and safety measures relating to in-person events, the Department will conduct two virtual public hearings to receive comments on the Company's petition. The Department will conduct the hearings using Zoom videoconferencing on DATE, beginning at 6:00 p.m. and DATE, beginning at 10:00 a.m. Attendees can join the DATE hearing by entering the link [INSERT LINK], from a computer, smartphone, or tablet.

Persons interested in commenting on the Company's filing may appear at any of the public hearings or may file written comments at any time with Mark D. Marini, Secretary, Department of Public Utilities, One South Station, 5th Floor, Boston, Massachusetts 02210.

Any person who seeks to participate in the evidentiary phase of this proceeding must file a petition for leave to intervene or to participate in the proceeding with Mark D. Marini, Secretary, Department of Public Utilities, One South Station, 5th Floor, Boston, Massachusetts 02110, no later that the close of business (5:00 p.m.) on _______. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 C.M.R. § 1.03(1). Receipt by the Department—not mailing—constitutes filing and determines whether a petition has been timely filed. A late-filed petition may be disallowed as untimely, unless good cause is shown for waiver for the seven-day rule under 220 C.M.R. § 1.01 (4). To be allowed, a petition under 220 C.M.R. § 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10.

In addition to the above filing requirement, one (1) copy of all materials filed with the Department should be sent to Marc Tassone, Hearing Officer, Department of Public Utilities, One South Station, 5th Floor, Boston, Massachusetts 02110; one (1) copy to the Company's counsel, Cheryl M. Kimball, Esq. and Danielle C. Winter, Esq., Keegan Werlin LLP, 99 High Street, Boston, Massachusetts 02110; and one (1) copy to Joseph W. Rogers, Assistant Attorney General, Office of Ratepayer Advocacy, One Ashburton Place, Boston, Massachusetts 02108.

All written pleadings or comments also must be submitted to the Department in electronic format using one of the following methods: (1) by e-mail attachment to dpu.efiling@state.ma.us and the Hearing Officer at marc.tassone@mass.gov; or (2) on CD-ROM. The e-mail or CD-ROM label must specify: (1) the docket number (D.P.U. 22-22); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic filing should also include the name, title and telephone number of a person to contact in the event of questions about the filing. All documents submitted in electronic format will be posted on the Department website: (insert docket number 22-22) at:

 $\underline{http://web1.env.state.ma.us/DPU/FileRoom/Dockets/DocketbyNumber}$

A copy of the filing is available for inspection during regular business hours at the following locations: Worcester Public Library, 3 Salem Street, Worcester, Massachusetts 01608 and the Boston Public Library, 700 Boylston Street, Boston, Massachusetts 02116. The filing also is available on the Department's website, as provided above. Any person desiring further information regarding the Company's filing should contact the Company's counsel, Cheryl M. Kimball, Esq., and/or Danielle C. Winter, Esq. at (617) 951-1400.

Any person desiring further information regarding this notice should contact Marc Tassone, Hearing Officer, Department of Public Utilities, at (617) 305-3500.

Important Rate Notice for Customers

Application for General Rate Increase

On January 14, 2022, NSTAR Electric Company d/b/a Eversource Energy ("Eversource") submitted a proposal to the Massachusetts Department of Public Utilities ("DPU") to update the Company's gas rates. In its filing, the Company seeks an annualized net increase in distribution revenue of \$89 million, representing upon final implementation a 2.9 percent increase on average across all customers on a total bill basis, or an increase of 12.7 percent in the Company's base distribution revenues.

Eversource's rate request addresses increases in operating and maintenance costs and capital costs associated with investments in the electric distribution system since the last decision by the DPU approving a general distribution rate increase in 2017.

If approved, bill impacts for customers will vary depending on customer location, rate class, the amount of electricity used, and weather conditions. Rates would change on January 1, 2023.

Massachusetts				
Residential Customers				
Rate Classification	Typical Average Range Monthly Use (kWh)	Estimated Change in Bill (\$)*	Change in Bill (%)*	
R-1 Non Heating	530 - 550	\$7.00	5% - 6%	
R-2 Non Heating Assistance	480 - 590	\$4.00 - \$5.00	6%	
R-3 Heating	745 - 805	\$17.00 - \$18.00	10%	
R-4 Heating Assistance	845 - 995	\$12.00 - \$14.00	10%	

^{*}Subject to regulatory review and approval

The DPU will review Eversource's request, conduct public hearings in Eversource's service area, and then issue a decision on or before December 1, 2022 for new rates to be effective as of January 1, 2023. For further information, please call us at 800-592-2000 (residential customers) or 800-340-9822 (business customers). If you would like to submit written comments to the DPU, please send them to: D.P.U. 22-22; c/o Mark D. Marini, Secretary; Department of Public Utilities; One South Station, 5th floor; Boston, MA 02110.

NSTAR Electric Company d/b/a Eversource Energy D.P.U. 22-22 Communication Plan

Legal Notice Requirements		
AUDIENCE	MEDIA	ISSUE DATE
General Public:	-	
Newspaper Publication of Legal Notice	Geographically Diverse Publications	21 days and 7 days prior to the first scheduled public hearing
Legal Notice to:		
Prior parties to NSTAR Electric	U.S. Mail	
regulatory proceedings	0.0. Maii	
Mayors, Chairman of Boards of	U.S. Mail	21 days and 7 days prior to the
Selectman, Town and City Clerks	o.o. Maii	first scheduled public hearing
Other parties requesting notice	U.S. Mail	
Eversource website	www.eversource.com	
	Westwood, Dorchester, Southboro,	
Public viewing of a copy of the	Somerville, Hyde Park, Walpole,	
	Waltham, Yarmouth, Plymouth, New	Available day of filing.
Company's filing and legal notice.	Bedford, Martha's Vineyard,	
	Springfield, Pittsfield & Hadley.	

External/Internal Communications

AUDIENCE	TOOL	ISSUE DATE
General Public - Customers, Vendors & Other External Stakeholders	Filing posted on Eversource website	14-Jan-2022
	2. High-level overview of rate filing posted on Eversource website	14-Jan-2022
	3. Bill Insert	Coordinate w/DPU
	4. Response to press and social media inquiries	As needed
	5. Briefings with strategic accounts	As needed
	6. Briefings with consumer advocates, business groups, and other stakeholders.	Pre-filing through Decision
Employees	Briefing with external-facing employees, including Community Relations, Account Executives, Govt. Affairs, Customer Group, Environmental Affairs	Pre-filing
	Briefing with Senior Leadership to provide and overview of the filing. All employee base: Internal	Pre-filing
	Eversource Employee Newsletter (TODAY), employee intranet site	14-Jan-2022 thru December- 2022
Media outlets - print, radio, television	Response to media/social inquiries	As needed
State and Local Public Officials	Phone Calls/Emails: Talking	As requested, 14-Jan-2022 thru
	Points/Presentation	December- 2022
Chambers of Commerce	Briefings	As requested
Potential Rate Case Intervenors	Briefings	Pre-filing
Public Hearings	Company Presentation	TBA

Tariffs and Rate Schedules Effective February 1, 2022

		M.D.P.U.			
Name	Rate	No.	Territory	Service Area	Effective Date
Summary of Electric Service Delivery Rates		1	All	All	2/1/2022
Summary of Electric Service Delivery Rates - WMA CANCELLED		2	Western Massachusetts	Western Massachusetts	2/1/2022
Terms and Conditions – Distribution Service		3B	All	All	2/1/2022
Terms and Conditions – Competitive Suppliers and Competitive REA Suppliers		4	Eastern Massachusetts	Eastern Massachusetts	2/1/2018
Terms and Conditions - Competitive Suppliers		5	Western Massachusetts	Western Massachusetts	2/1/2018
Terms and Conditions – Green Options Suppliers		6	Western Massachusetts	Western Massachusetts	2/1/2018
Residential	R-1	7E	All	All	2/1/2022
Residential Assistance	R-2	8D	All	All	2/1/2022
Residential Space Heating	R-3	9E	All	All	2/1/2022
Residential Space Heating Assistance Small General Service	R-4 G-1	10D 11E	All Eastern Massachusetts	All Greater Boston	2/1/2022 2/1/2022
General Service CANCELLED	G-1	12D	Eastern Massachusetts	Greater Boston	2/1/2022
Large General Service	G-3	13E	Eastern Massachusetts	Greater Boston	2/1/2022
Optional Time-of-Use (Closed)	T-1	14E	Eastern Massachusetts	Greater Boston	2/1/2022
Medium General Service	G-2	15F	Eastern Massachusetts	Greater Boston	2/1/2022
MWRA	WR	16D	Eastern Massachusetts	Greater Boston	2/1/2022
General (Non-Demand) CANCELLED	G-0	18D	Eastern Massachusetts	Cambridge	2/1/2022
Small General Service	G-1	19E	Eastern Massachusetts	Cambridge	2/1/2022
Medium General Service	G-2	20E	Eastern Massachusetts	Cambridge	2/1/2022
Large General Service	G-3	21E	Eastern Massachusetts	Cambridge	2/1/2022
Optional Time-of-Use CANCELLED	G-4	22D	Eastern Massachusetts	Cambridge	2/1/2022
Commercial Space Heating (Closed)	G-5	23E	Eastern Massachusetts	Cambridge	2/1/2022
Optional Time-of-Use (Closed) Standby Service (Closed)	G-6 SB-1	24E 25C	Eastern Massachusetts Eastern Massachusetts	Cambridge Cambridge	2/1/2022
Maintenance Service (Closed)	MS-1	26D	Eastern Massachusetts	Cambridge	2/1/2022 2/1/2022
Supplemental Service (Closed)	SS-1	27C	Eastern Massachusetts	Cambridge	2/1/2022
Small General Service	G-1	29E	Eastern Massachusetts	South Shore, Cape Cod & Martha's Vineyard	2/1/2022
Medium General Time-of-use	G-2	30E	Eastern Massachusetts	South Shore, Cape Cod & Martha's Vineyard	2/1/2022
Large General Service	G-3	31E	Eastern Massachusetts	South Shore, Cape Cod & Martha's Vineyard	2/1/2022
General Power (Closed)	G-4	32E	Eastern Massachusetts	South Shore, Cape Cod & Martha's Vineyard	2/1/2022
Commercial Space Heating (Closed) CANCELLED	G-5	33D	Eastern Massachusetts	South Shore, Cape Cod & Martha's Vineyard	2/1/2022
All Electric School (Closed)	G-6	34E	Eastern Massachusetts	South Shore, Cape Cod & Martha's Vineyard	2/1/2022
Optional General Time-of-Use (Closed)	G-7	35F	Eastern Massachusetts	South Shore, Cape Cod & Martha's Vineyard	2/1/2022
Optional Water Heating (Closed)	23	36D	Western Massachusetts	Western Massachusetts	2/1/2022
Optional Church (Closed)	24	37E	Western Massachusetts	Western Massachusetts	2/1/2022
Small General Service Small General Service Time-Of-Use CANCELLED	G-1 T-0	38E 39E	Western Massachusetts	Western Massachusetts	2/1/2022
Medium General Service Time-OI-OSe CANCELLED	G-2	39E 40E	Western Massachusetts Western Massachusetts	Western Massachusetts Western Massachusetts	2/1/2022 2/1/2022
Optional Medium General Service Time-Of-Use	T-4	41E	Western Massachusetts	Western Massachusetts	2/1/2022
Large General Service	G-3	42E	Western Massachusetts	Western Massachusetts	2/1/2022
Extra Large General Service	T-5	43D	Western Massachusetts	Western Massachusetts	2/1/2022
Street and Security Lighting	S-1	44H	All	All	2/1/2022
Street and Security Lighting - Customer Owned	S-2	45E	All	All	2/1/2022
Basic Service		46B	All	All	2/1/2022
Basic Service Cost Reconciliation	BSTF	47D	All	All	2/1/2022
Transmission Service Cost Adjustment		48	All	All	2/1/2018
Transition Cost Adjustment		49A	All	All	3/1/2018
Energy Efficiency Charge	EEC/EERF	50D	All	All	2/1/2022
Renewables Charge Off Cycle Meter Read For Switch of Supplier		51	All	All	2/1/2018
Optional Interval Data Service		52 53	All All	All All	2/1/2018 2/1/2018
Power Purchase Rate	P-2	54A	All	All	2/1/2018
Standards for Interconnection of Distributed Generation	1 2	55A	All	All	9/15/2021
Farm Discount Rider		56	All	All	2/1/2018
Miscellaneous Charges		57	All	All	2/1/2018
Load Response Program CANCELLED		58	All	All	2/1/2022
Performance Based Revenue Adjustment		59F	All	All	2/1/2022
Revenue Decoupling Adjustment Mechanism	RDAF	60I	All	All	2/1/2022
Pension/PBOP Adjustment Mechanism	PAF	61B	All	All	2/1/2022
Residential Assistance Adjustment Clause	RAAF	62D	All	All	2/1/2022
Storm Cost Recovery Adjustment Factor	SCRAF	63E	All	All	2/1/2022
Storm Cost Recovery Adjustment Factor CANCELLED	SCRAF	64C	Western Massachusetts	Western Massachusetts	2/1/2022
Storm Reserve Adjustment Mechanism Solar Program Cost Adjustment	SRAF SPCA	65D 66D	All All	All	2/1/2022 2/1/2022
Solar Frogram Cost Adjustment Solar Expansion Cost Recovery Mechanism	SECRF	67D	All	All All	2/1/2022
Net Metering	NMRS	68I	All	All	2/1/2022
Long-Term Renewable Contract Adjustment	LTRCA	69D	All	All	2/1/2022
Attorney General Consultant Expense	AGCE	70D	All	All	2/1/2022
Transitory Demand Rider		71	Western Massachusetts	Western Massachusetts	2/1/2018
Vegetation Management	RTWF	72B	All	All	2/1/2022
Grid Modernization	GMF	73E	All	All	Pending
Solar Massachusetts Renewable Target	SMART	74E	All	All	2/1/2022
2017 Tax Act Credit	TACF	75A	All	All	2/1/2022

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PART A - TOTAL DELIVERY RATES (1) Reconciling Rates = Sum of Part B Rates

	MDPU	Rate	Service	Rate	Base	Reconciling	Total	Revenue	Distributed			Energy Eff	ficiency Charge	(EEC)	Renewable	Total
Schedule	No.	Code	Area	Component	Distribution	Rate Adjust (1)	Distribution	Decoupling	Solar (SMART)	Transition	Transmission	System Benefits			Energy	Delivery
R-1 Residential Last change	7	A1/A5 01/48 32/66/68 57/58/39	ALL BOST/CAMB/SOUTH CAPE WMA	Customer Energy (kWh) Energy (kWh) Energy (kWh)	\$10.00 \$0.06229 \$0.06229 \$0.06229 1/1/23	\$0.01429 \$0.01429 \$0.01429 1/1/23	\$10.00 \$0.07658 \$0.07658 \$0.07658 1/1/23	\$0.00284 \$0.00284 \$0.00284 1/1/23	\$0.00247 \$0.00247 \$0.00247 1/1/23	(\$0.00177) (\$0.00177) (\$0.00177) 1/1/23	\$0.04392 \$0.04392 \$0.04392 1/1/23	\$0.00250 \$0.00250 \$0.00250 1/1/02	\$0.01464 \$0.04053 \$0.01491 1/1/22	\$0.01714 \$0.04303 \$0.01741 1/1/22	\$0.00050 \$0.00050 \$0.00050 1/1/03	\$10.00 \$0.14168 \$0.16757 \$0.14195 1/1/23
R-2 Residential Assistance Last change	8	A2 05 30/37/38	ALL BOST/CAMB/SOUTH CAPE WMA	Customer Energy (kWh) Energy (kWh) Energy (kWh) Discount	\$10.00 \$0.06229 \$0.06229 \$0.06229 36% 1/1/23	\$0.01429 \$0.01429 \$0.01429 36% 1/1/23	\$10.00 \$0.07658 \$0.07658 \$0.07658 36% 1/1/23	\$0.00284 \$0.00284 \$0.00284 36% 1/1/23	\$0.00247 \$0.00247 \$0.00247 36% 1/1/23	(\$0.00177) (\$0.00177) (\$0.00177) 36% 1/1/23	\$0.04392 \$0.04392 \$0.04392 36% 1/1/23	\$0.00250 \$0.00250 \$0.00250 36% 1/1/02	\$0.00277 \$0.00225 \$0.00394 36% 1/1/22	\$0.00527 \$0.00475 \$0.00644 36% 1/1/22	\$0.00050 \$0.00050 \$0.00050 36% 1/1/03	\$10.00 \$0.12981 \$0.12929 \$0.13098 36% 1/1/23
R-3 Residential Space Heating Last change	9	A4/A8 04/10 86	ALL BOST/CAMB/SOUTH CAPE WMA	Customer Energy (kWh) Energy (kWh) Energy (kWh)	\$10.00 \$0.05857 \$0.05857 \$0.05857 1/1/23	\$0.01429 \$0.01429 \$0.01429 1/1/23	\$10.00 \$0.07286 \$0.07286 \$0.07286 \$1/1/23	\$0.00284 \$0.00284 \$0.00284 1/1/23	\$0.00247 \$0.00247 \$0.00247 1/1/23	(\$0.00177) (\$0.00177) (\$0.00177) 1/1/23	\$0.04392 \$0.04392 \$0.04392 1/1/23	\$0.00250 \$0.00250 \$0.00250 1/1/02	\$0.01464 \$0.04053 \$0.01491 1/1/22	\$0.01714 \$0.04303 \$0.01741 1/1/22	\$0.00050 \$0.00050 \$0.00050 1/1/03	\$10.00 \$0.13796 \$0.16385 \$0.13823 1/1/23
R-4 Residential Space Heating Assistance Last change	10	A3 07 42	ALL BOST/CAMB/SOUTH CAPE WMA	Customer Energy (RWh) Energy (RWh) Energy (kWh) Discount	\$10.00 \$0.05857 \$0.05857 \$0.05857 36% 1/1/23	\$0.01429 \$0.01429 \$0.01429 \$0.01429 36% 1/1/23	\$10.00 \$0.07286 \$0.07286 \$0.07286 \$0.07286 36% 1/1/23	\$0.00284 \$0.00284 \$0.00284 36% 1/1/23	\$0.00247 \$0.00247 \$0.00247 36% 1/1/23	(\$0.00177) (\$0.00177) (\$0.00177) 36% 1/1/23	\$0.04392 \$0.04392 \$0.04392 36% 1/1/23	\$0.00250 \$0.00250 \$0.00250 36% 1/1/02	\$0.00277 \$0.00225 \$0.00394 36% 1/1/22	\$0.00527 \$0.00475 \$0.00644 36% 1/1/22	\$0.00050 \$0.00050 \$0.00050 36% 1/1/03	\$10.00 \$0.12609 \$0.12557 \$0.12726 36% 1/1/23
23 Optional Water Heating (Closed) Last change	36		WMA	Customer Energy (kWh)	\$20.00 \$0.02337 1/1/23	\$0.00954 1/1/23	\$20.00 \$0.03291 1/1/23	\$0.00193 1/1/23	\$0.00168 1/1/23	(\$0.00177) 1/1/23	\$0.02588 1/1/23	\$0.00250 1/1/02	\$0.00803 7/1/21	\$0.01053 7/1/21	\$0.00050 1/1/03	\$20.00 \$0.07166 1/1/23
24 Optional Church (Closed) Last change	37		WMA	Customer Demand (>2 kW) Energy (kWh)	\$65.00 \$4.84 \$0.00975 1/1/23	\$0.00954 1/1/23	\$65.00 \$4.84 \$0.01929 1/1/23	\$0.00193 1/1/23	\$0.00168 1/1/23	(\$0.00177) 1/1/23	\$6.57 \$0.00000 1/1/23	\$0.00250 1/1/02	\$0.00803 7/1/21	\$0.01053 7/1/21	\$0.00050 1/1/03	\$65.00 \$11.41 \$0.03216 1/1/23
G-1	11	A9	BOST	Customer	\$15.00		\$15.00	l	Non-Dema	and I	l	ı	l	ı	l	\$15.00
Small General Service	19	06/02/52	CAMB SOUTH/CAPE	Energy (kWh) Customer Energy (kWh)	\$0.04973 \$15.00 \$0.03408 \$15.00	\$0.00954 \$0.00954	\$0.05927 \$15.00 \$0.04362 \$15.00	\$0.00193 \$0.00193	\$0.00168 \$0.00168	(\$0.00177) (\$0.00177)	\$0.03517 \$0.03517	\$0.00250 \$0.00250	\$0.00763 \$0.00763	\$0.01013 \$0.01013	\$0.00050 \$0.00050	\$0.10691 \$15.00 \$0.09126 \$15.00
	29	33/23/33/60	SOUTH SOUTH CAPE	Customer Energy (kWh) Energy (kWh) Transformer Allowance per kW	\$0.03611 \$0.03611 (\$1.26)	\$0.00954 \$0.00954	\$0.04565 \$0.04565 (\$1.26)	\$0.00193 \$0.00193	\$0.00168 \$0.00168	(\$0.00177) (\$0.00177)	\$0.03517 \$0.03517	\$0.00250 \$0.00250	\$0.00763 \$0.01726	\$0.01013 \$0.01976	\$0.00050 \$0.00050	\$0.09329 \$0.10292 (\$1.26)
Last change	38		WMA	Customer (without meter) Customer (with meter) Energy (kWh) Transformer Allowance per kW	\$15.00 \$30.00 \$0.03730 (\$1.26) 1/1/23	\$0.00954 1/1/23	\$15.00 \$30.00 \$0.04684 (\$1.26) 1/1/23	\$0.00193 1/1/23	\$0.00168 1/1/23	(\$0.00177) 1/1/23	\$0.03517 1/1/23	\$0.00250 1/1/02	\$0.00803 1/1/22	\$0.01053 1/1/22	\$0.00050 1/1/03	\$15.00 \$30.00 \$0.09488 (\$1.26) 1/1/23
	11	B1	BOST	Customer Demand (>10 kW) Energy (kWh)	\$20.00 \$17.45 \$0.01239	\$0.00954	\$20.00 \$17.45 \$0.02193	\$0.00193	Deman: \$0.00168	(\$0.00177)	\$0.03517	\$0.00250	\$0.00763	\$0.01013	\$0.00050	\$20.00 \$17.45 \$0.06957
Last change	38		WMA	Customer (without meter) Customer (with meter) Demand (>2 kW) Energy (kWh) Transformer Allowance per kW	\$15.00 \$30.00 \$10.83 \$0.00505 (\$1.26) 1/1/23	\$0.00954 1/1/23	\$15.00 \$30.00 \$10.83 \$0.01459 (\$1.26) 1/1/23	\$0.00193 1/1/23	\$0.00168 1/1/23	(\$0.00177) 1/1/23	\$0.03517 1/1/23	\$0.00250 1/1/02	\$0.00803 7/1/21	\$0.01053 7/1/21	\$0.00050 1/1/03	\$15.00 \$30.00 \$10.83 \$0.06263 (\$1.26) 1/1/23

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PART A - TOTAL DELIVERY RATES (1) Reconciling Rates = Sum of Part B Rates

_	I MDD::	D-4-	0	In-t-			F-4-1		Bi-c-line :				Ob .	(FEO)		T-4-1
Schedule	MDPU No.	Rate Code	Service Area	Rate Component	Base Distribution	Reconciling Rate Adjust (1)	Total Distribution	Revenue Decoupling	Distributed	Transition	Transmission	Energy Eff System Benefits	ficiency Charge		Renewable Energy	Total Delivery
Concuaic	110.	Jouc	Aicu	Component	Distribution	rtate Aujust (1)	Distribution	Decoupling	Colai (OMAICI)	Transition	Trunsmission	Cystem Benefits	Recon. 1 detor	Total LLO	Literay	Delivery
G-2 Medium General Service	15	B2 B7 (NEMA) G8 (SEMA)	BOST	Customer (kW<=150) Customer (150-kW<=300) Customer (300-kW<=1000) Customer (kW>1000) Demand (kW) Energy (kWh) Transformer Allowance per kW	\$27.00 \$110.00 \$160.00 \$370.00 \$17.36 \$0.00000 (\$1.26)	\$0.00692	\$27.00 \$110.00 \$160.00 \$370.00 \$17.36 \$0.00692 (\$1.26)	\$0.00144	\$0.00125	(\$0.00177)	\$11.87 \$0.00000	\$0.00250	\$0.00763	\$0.01013	\$0.00050	\$27.00 \$110.00 \$160.00 \$370.00 \$29.23 \$0.01847 (\$1.26)
	20	62	CAMB	Customer Demand (kVA) Energy (kWh) Transformer Allowance per kW	\$110.00 \$4.63 \$0.02047 (\$1.26)	\$0.00692	\$110.00 \$4.63 \$0.02739 (\$1.26)	\$0.00144	\$0.00125	(\$0.00177)	\$11.87 \$0.00000	\$0.00250	\$0.00763	\$0.01013	\$0.00050	\$110.00 \$16.50 \$0.03894 (\$1.26)
	30	84	SOUTH/CAPE SOUTH/CAPE SOUTH CAPE	Cust Demand (kVA) Energy (kWh) Energy (kWh) Transformer Allowance per kW	\$370.00 \$3.02 \$0.02032 \$0.02032 (\$1.26)	\$0.00692 \$0.00692	\$370.00 \$3.02 \$0.02724 \$0.02724 (\$1.26)	\$0.00144 \$0.00144	\$0.00125 \$0.00125	(\$0.00177) (\$0.00177)	\$11.87 \$0.00000 \$0.00000	\$0.00250 \$0.00250	\$0.00763 \$0.01726	\$0.01013 \$0.01976	\$0.00050 \$0.00050	\$370.00 \$14.89 \$0.03879 \$0.04842 (\$1.26)
Last change	40		WMA	Customer Demand Energy (kWh) Transformer Allowance per kW	\$110.00 \$9.37 \$0.01109 (\$1.26) 1/1/23	\$0.00692 1/1/23	\$110.00 \$9.37 \$0.01801 (\$1.26) 1/1/23	\$0.00144 1/1/23	\$0.00125 1/1/23	(\$0.00177) 1/1/23	\$11.87 \$0.00000 1/1/23	\$0.00250 1/1/02	\$0.00803 1/1/22	\$0.01053 1/1/22	\$0.00050 1/1/03	\$110.00 \$21.24 \$0.02996 (\$1.26) 1/1/23
G-3 Large General Service	13	B3 (NEMA) G6 (SEMA)	BOST	Customer Demand (kW) Peak kWh Off Peak kWh	\$370.00 \$14.88 \$0.00000 \$0.00000	\$0.00457 \$0.00457	\$370.00 \$14.88 \$0.00457 \$0.00457	\$0.00098 \$0.00098	\$0.00085 \$0.00085	(\$0.00177) (\$0.00177)	\$13.01 \$0.00000 \$0.00000	\$0.00250 \$0.00250	\$0.00763 \$0.00763	\$0.01013 \$0.01013	\$0.00050 \$0.00050	\$370.00 \$27.89 \$0.01526 \$0.01526
	21	70	CAMB	Customer Demand (<=100 kVA) Demand (> 100 kVA) Energy (kWh)	\$370.00 \$6.16 \$6.16 \$0.00381	\$0.00457	\$370.00 \$6.16 \$6.16 \$0.00838	\$0.00098	\$0.00085	(\$0.00177)	\$782.07 \$13.89 \$0.00000	\$0.00250	\$0.00763	\$0.01013	\$0.00050	\$370.00 \$788.23 \$20.05 \$0.01907
	31	24	SOUTH/CAPE SOUTH/CAPE SOUTH CAPE	Customer Demand (kVA) Energy (kWh) Energy (kWh) Transformer Allowance per kW	\$930.00 \$3.60 \$0.01159 \$0.01159 (\$1.26)	\$0.00457 \$0.00457	\$930.00 \$3.60 \$0.01616 \$0.01616 (\$1.26)	\$0.00098 \$0.00098	\$0.00085 \$0.00085	(\$0.00177) (\$0.00177)	\$13.01 \$0.00000 \$0.00000	\$0.00250 \$0.00250	\$0.00763 \$0.01726	\$0.01013 \$0.01976	\$0.00050 \$0.00050	\$930.00 \$16.61 \$0.02685 \$0.03648 (\$1.26)
Last change	42		WMA	Customer (350<= kW < 1000 kW) Customer (1000<= kW × 1500 kW) Customer (1500<= kW < 2500 kW) Demand (kW) Peak kWh Off Peak kWh Transformer Allowance per kW	\$760.00 \$1,625.00 \$2,700.00 \$10.64 \$0.00297 \$0.00087 (\$1.26) 1/1/23	\$0.00457 \$0.00457 1/1/23	\$760.00 \$1,625.00 \$2,700.00 \$10.64 \$0.00754 \$0.00544 (\$1.26) 1/1/23	\$0.00098 \$0.00098	\$0.00085 \$0.00085 1/1/23	(\$0.00177) (\$0.00177) 1/1/23	\$13.01 \$0.00000 \$0.00000	\$0.00250 \$0.00250 1/1/02	\$0.00803 \$0.00803 1/1/22	\$0.01053 \$0.01053 1/1/22	\$0.00050 \$0.00050 1/1/03	\$760.00 \$1,625.00 \$2,700.00 \$23.65 \$0.01863 \$0.01653 (\$1.26) 1/1/23
G-4 General Power (Closed) Last Change	32	41	SOUTH/CAPE SOUTH/CAPE SOUTH CAPE	Customer Demand (kW) Energy (kWh) Energy (kWh) Transformer Allowance per kW	\$15.00 \$2.15 \$0.02471 \$0.02471 (\$1.26) 1/1/23	\$0.00954 \$0.00954 1/1/23	\$15.00 \$2.15 \$0.03425 \$0.03425 (\$1.26) 1/1/23	\$0.00193 \$0.00193 1/1/23	\$0.00168 \$0.00168 1/1/23	(\$0.00177) (\$0.00177) 1/1/23	\$5.89 \$0.00000 \$0.00000	\$0.00250 \$0.00250 1/1/02	\$0.00763 \$0.01726 1/1/22	\$0.01013 \$0.01976 1/1/22	\$0.00050 \$0.00050 1/1/03	\$15.00 \$8.04 \$0.04672 \$0.05635 (\$1.26) 1/1/23
G-5 Commercial Space Heating (Closed)	23	36	CAMB	Customer Energy (kWh)	\$15.00 \$0.02545	\$0.00954	\$15.00 \$0.03499	\$0.00193	\$0.00168	(\$0.00177)	\$0.03517	\$0.00250	\$0.00763	\$0.01013	\$0.00050	\$15.00 \$0.08263
Last Change					1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/02	7/1/21	7/1/21	1/1/03	1/1/23

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PART A - TOTAL DELIVERY RATES (1) Reconciling Rates = Sum of Part B Rates

	MDPU	Rate	Service	Rate	Base	Reconciling	Total	Revenue	Distributed			Energy Eff	ficiency Charge	(EEC)	Renewable	Total
Schedule	No.	Code	Area	Component	Distribution	Rate Adjust (1)	Distribution	Decoupling	Solar (SMART)	Transition	Transmission	System Benefits		Total EEC	Energy	Delivery
G-6 Optional Time of Use (Closed) Last Change	24	51	CAMB	Customer Peak kWh Low A kWh	\$20.00 \$0.06346 \$0.02338	\$0.00954 \$0.00954 1/1/23	\$20.00 \$0.07300 \$0.03292 1/1/23	\$0.00193 \$0.00193 1/1/23	\$0.00168 \$0.00168 1/1/23	(\$0.00177) (\$0.00177) 1/1/23	\$0.03517 \$0.00000 1/1/23	\$0.00250 \$0.00250 1/1/02	\$0.00763 \$0.00763 7/1/21	\$0.01013 \$0.01013 7/1/21	\$0.00050 \$0.00050	\$20.00 \$0.12064 \$0.04539 1/1/23
G-6 All Electric School (Closed) Last Change	34	22	SOUTH/CAPE SOUTH CAPE	Customer Energy (kWh) Energy (kWh)	\$15.00 \$0.02002 \$0.02002 1/1/23	\$0.00954 \$0.00954 1/1/23	\$15.00 \$0.02956 \$0.02956 1/1/23	\$0.00193 \$0.00193 1/1/23	\$0.00168 \$0.00168 1/1/23	(\$0.00177) (\$0.00177) 1/1/23	\$0.03517 \$0.03517 1/1/23	\$0.00250 \$0.00250 1/1/02	\$0.00763 \$0.01726 1/1/22	\$0.01013 \$0.01976 1/1/22	\$0.00050 \$0.00050 1/1/03	\$15.00 \$0.07720 \$0.08683 1/1/23
G-7 Optional General Time of Use (Closed) Last Change	35	55/31	SOUTH/CAPE SOUTH/CAPE SOUTH SOUTH CAPE CAPE	Customer Demand (kW) Peak kWh Low A kWh Peak kWh Low A kWh Transformer Allowance per kW	\$20.00 \$3.81 \$0.03614 \$0.02531 \$0.03614 \$0.02531 (\$1.26) 1/1/23	\$0.00954 \$0.00954 \$0.00954 \$0.00954	\$20.00 \$3.81 \$0.04568 \$0.03485 \$0.04568 \$0.03485 (\$1.26) 1/1/23	\$0.00193 \$0.00193 \$0.00193 \$0.00193	\$0.00168 \$0.00168 \$0.00168 \$0.00168	(\$0.00177) (\$0.00177) (\$0.00177) (\$0.00177)	\$0.02681 \$0.02681 \$0.02681 \$0.02681 1/1/23	\$0.00250 \$0.00250 \$0.00250 \$0.00250 \$1/1/02	\$0.00763 \$0.00763 \$0.01726 \$0.01726	\$0.01013 \$0.01013 \$0.01976 \$0.01976	\$0.00050 \$0.00050 \$0.00050 \$0.00050	\$20.00 \$3.81 \$0.08496 \$0.07413 \$0.09459 \$0.08376 (\$1.26) 1/1/23
T-1 Optional Time of Use (Closed) Last change	14	B5	BOST	Customer Peak kWh - Winter Off Peak kWh - Winter Peak kWh - Summer Off Peak kWh - Summer	\$20.00 \$0.08369 \$0.02133 \$0.17851 \$0.02353 1/1/23	\$0.00954 \$0.00954 \$0.00954 \$0.00954 1/1/23	\$20.00 \$0.09323 \$0.03087 \$0.18805 \$0.03307 1/1/23	\$0.00193 \$0.00193 \$0.00193 \$0.00193 1/1/23	\$0.00168 \$0.00168 \$0.00168 \$0.00168 1/1/23	(\$0.00177) (\$0.00177) (\$0.00177) (\$0.00177) 1/1/23	\$0.10482 \$0.00000 \$0.09948 \$0.00000 1/1/23	\$0.00250 \$0.00250 \$0.00250 \$0.00250 1/1/02	\$0.00763 \$0.00763 \$0.00763 \$0.00763 7/1/21	\$0.01013 \$0.01013 \$0.01013 \$0.01013 7/1/21	\$0.00050 \$0.00050 \$0.00050 \$0.00050 1/1/03	\$20.00 \$0.21052 \$0.04334 \$0.30000 \$0.04554 1/1/23
T-4 Optional Medium General Service Time of Use Last change	41		WMA	Customer Demand Peak kWh Off Peak kWh Transformer Allowance per kW	\$110.00 \$9.37 \$0.02388 \$0.00675 (\$1.26) 1/1/23	\$0.00692 \$0.00692 1/1/23	\$110.00 \$9.37 \$0.03080 \$0.01367 (\$1.26) 1/1/23	\$0.00144 \$0.00144 1/1/23	\$0.00125 \$0.00125 1/1/23	(\$0.00177) (\$0.00177) 1/1/23	\$11.87 \$0.00000 \$0.00000	\$0.00250 \$0.00250 1/1/02	\$0.00803 \$0.00803 7/1/21	\$0.01053 \$0.01053 7/1/21	\$0.00050 \$0.00050 1/1/03	\$110.00 \$21.24 \$0.04275 \$0.02562 (\$1.26) 1/1/23
T-5 Extra Large General Service Last Change	43		WMA	Customer On Peak Demand Coincident Peak Demand Peak kWh Off Peak kWh Transformer Allowance per kW	\$3,800.00 \$8.45 \$0.00297 \$0.00087 (\$1.26) 1/1/23	\$0.00457 \$0.00457 1/1/23	\$3,800.00 \$8.45 \$0.00754 \$0.00544 (\$1.26) 1/1/23	\$0.00098 \$0.00098	\$0.00085 \$0.00085 1/1/23	(\$0.00177) (\$0.00177) 1/1/23	\$11.87 \$15.99 \$0.00000 \$0.00000	\$0.00250 \$0.00250 1/1/02	\$0.00803 \$0.00803 7/1/21	\$0.01053 \$0.01053 7/1/21	\$0.00050 \$0.00050 1/1/03	\$3,800.00 \$20.32 \$15.99 \$0.01863 \$0.01653 (\$1.26) 1/1/23
WR MWRA Last change	16	E1	BOST	Customer Demand (kW) Energy (kWh)	\$158.91 \$0.00 \$0.00000 1/1/23	\$0.00457 1/1/23	\$158.91 \$0.00 \$0.00457 1/1/23	\$0.00098 1/1/23	\$0.00085 1/1/23	(\$0.00177) 1/1/23	\$8.16 \$0.00000 1/1/23	\$0.00250 1/1/02	\$0.00763 7/1/21	\$0.01013 7/1/21	\$0.00050 1/1/03	\$158.91 \$8.16 \$0.01526 1/1/23
SB-1 Standby	25	D1	CAMB	Customer Standby Demand/Replacement Minimum Reservation Replacement Energy	\$781.00 \$7.85 \$0.00 \$0.00000	\$0.00457	\$781.00 \$7.85 \$0.00 \$0.00457	\$0.00098	\$0.00085	(\$0.00177)	\$13.08 \$1.00 \$0.00000	\$0.00250	\$0.00763	\$0.01013	\$0.00050	\$781.00 \$20.93 \$1.00 \$0.01526
MS-1 Maintenance	26	D4	CAMB	Customer Standby Demand/Replacement Replacement Energy	\$781.00 \$7.85 \$0.00000	\$0.00457	\$781.00 \$7.85 \$0.00457	\$0.00098	\$0.00085	(\$0.00177)	\$0.00000	\$0.00250	\$0.00763	\$0.01013	\$0.00050	\$781.00 \$7.85 \$0.01526
SS-1 Supplemental Last Change	27	D7	CAMB	Customer All Rate Components	\$0.00 per G-3 1/1/23	per G-3 1/1/23	per G-3 1/1/23	per G-3 1/1/23	per G-3 1/1/23	per G-3 1/1/23	per G-3 1/1/23	per G-3 1/1/02	per G-3 7/1/21	per G-3 7/1/21	per G-3 1/1/03	per G-3 1/1/23

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY SUMMARY OF ELECTRIC SERVICE DELIVERY RATES M.D.P.U. No. 1-22-C Page 4 of 7

PART A - TOTAL DELIVERY RATES
(1) Reconciling Rates = Sum of Part B Rates

	MDPU	Rate	Service	Rate	Base	Reconciling	Total	Revenue	Distributed			Energy Eff	iciency Charge	(EEC)	Renewable	Total
Schedule	No.	Code	Area	Component	Distribution	Rate Adjust (1)	Distribution	Decoupling	Solar (SMART)	Transition	Transmission	System Benefits	Recon. Factor	Total EEC	Energy	Delivery
S-1 Street and Security Lighting Last Change	44	C1/C3 19/80 79/81		Fixture Charge Energy (kWh) Energy (kWh) Energy (kWh)	Per Rate Schedule	\$0.00954 \$0.00954 \$0.00954 1/1/23	Per Rate Schedule \$0.00954 \$0.00954 \$0.00954 1/1/23	\$0.00193 \$0.00193 \$0.00193 1/1/23	\$0.00168 \$0.00168 \$0.00168 1/1/23	(\$0.00177) (\$0.00177) (\$0.00177) 1/1/23	\$0.02030 \$0.02030 \$0.02030 1/1/23	\$0.00250 \$0.00250 \$0.00250 1/1/02	\$0.00763 \$0.01726 \$0.00803 1/1/22	\$0.01013 \$0.01976 \$0.01053 1/1/22	\$0.00050 \$0.00050 \$0.00050 1/1/03	Per Rate Schedule \$0.04231 \$0.05194 \$0.04271 1/1/23
S-2	45	C4/I 14/02/06	BOST/CAMB/SOUTH	Energy (kWh)	\$0.04754	\$0.00954	\$0.05708	\$0.00193	\$0.00168	(\$0.00177)	\$0.02030	\$0.00250	\$0.00763	\$0.01013	\$0.00050	\$0.0898
S-zest and Security Lighting - Customer Owned Last Change		82/96	CAPE	Energy (kWh) Energy (kWh)	\$0.04754 \$0.04754 \$0.04754 1/1/23	\$0.00954 \$0.00954 1/1/23	\$0.05708 \$0.05708 \$0.05708 1/1/23	\$0.00193 \$0.00193 \$0.00193 1/1/23	\$0.00168 \$0.00168 \$0.00168 1/1/23	(\$0.00177) (\$0.00177) (\$0.00177) 1/1/23	\$0.02030 \$0.02030 \$0.02030 1/1/23	\$0.00250 \$0.00250 \$0.00250 1/1/02	\$0.00763 \$0.01726 \$0.00803 1/1/22	\$0.01976 \$0.01053 1/1/22	\$0.00050 \$0.00050 1/1/03	\$0.0994 \$0.0902 1/1/23

Summer Months - June thru September Winter Months - October thru May

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY SUMMARY OF ELECTRIC SERVICE DELIVERY RATES M.D.P.U. No. 1-22-C Page 5 of 7

PART B - RECONCILING RATES

All Rates are in \$/kWh across all hours and usage levels; totals appear in Part A

													Storm F	Recovery Adjus	tment	
Sector	Service Area	Pension Adjustment Factor (PAF)	Residential Assistance Adjustment Factor (RAAF)	Net Metering Recovery Surcharge (NMRS)	Attorney General Consulting Expense (AGCE)	Long Term Renewable Contract Adjustment (LTRCA)		Basic Service Cost True Up Factor (BSTF)	Solar Expansion Cost Recovery Factor (SECRF)		Grid Modernization Factor (GMF)		Storm Cost Recovery Adjustment Factor (SCRA)	Storm Reserve Adjustment (SRAF)	Total Storm Cost Recovery	Total
Residential	ALL	\$0.00123	\$0.00610	\$0.00806	\$0.00000	(\$0.00045)	(\$0.00001)	(\$0.00011)	-\$0.00034	\$0.00009	\$0.00013	(\$0.00174)	\$0.00133	\$0.00000	\$0.00133	\$0.01429
Small General Service / Street Lighting	ALL	\$0.00084	\$0.00413	\$0.00546	\$0.00000	(\$0.00045)	\$0.00000	(\$0.00008)	(\$0.00023)	\$0.00006	\$0.00009	(\$0.00118)	\$0.00090	\$0.00000	\$0.00090	\$0.00954
Medium General Service	ALL	\$0.00055	\$0.00308	\$0.00407	\$0.00000	(\$0.00045)	\$0.00000	(\$0.00006)	(\$0.00017)	\$0.00004	\$0.00007	(\$0.00088)	\$0.00067	\$0.00000	\$0.00067	\$0.00692
Large General Service	ALL	\$0.00037	\$0.00210	\$0.00277	\$0.00000	(\$0.00045)	\$0.00000	(\$0.00004)	(\$0.00012)	\$0.00003	\$0.00005	(\$0.00060)	\$0.00046	\$0.00000	\$0.00046	\$0.00457
Last change		1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	7/1/21	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23

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President
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PART C - BASIC SERVICE RATES* All Rates are in \$/kWh across all hours and usage levels

0 4	Ormales Asse	7	T	4 1 00	4 F-1- 00	4 Man 00	4.400	4 14 00	4 1 00	4 1:1 00	4 4 00	4.0 00	4.0-4.00	4 Nov. 00	4 Da - 00 / + Ob
Sector Residential	Service Area EMA	Zone NEMA/SEMA	<u>Type</u> Fixed	1-Jan-23 \$ 0.15764	1-Feb-23 \$0.15764	1-Mar-23 \$0.15764	1-Apr-23 \$0.15764	1-May-23 \$ 0.15764	1-Jun-23 \$0.15764	<u>1-Jul-23</u>	1-Aug-23	1-Sep-23	1-Oct-23	1-Nov-23	1-Dec-23 <u>Last Change</u> 1/1/22
Resideriliai	EMA	NEMA/SEMA	Variable	\$ 0.13764			\$0.13764								1/1/22
	LIVIA	NEWASEWA	variable	φ 0.21030	φυ.21219	φυ.13074	φυ. 12013	φ0.113 4 8	φυ. 1000 i						1/1/22
	WMA	WCMA	Fixed	\$ 0.13731	\$0.13731	\$0.13731	\$0.13731	\$0.13731	\$0.13731						1/1/22
	WMA	WCMA	Variable	\$ 0.18328											1/1/22
Small General Service	EMA	NEMA/SEMA	Fixed	\$ 0.14761	\$0.14761	\$0.14761	\$0.14761	\$0.14761	\$0.14761						1/1/22
	EMA	NEMA/SEMA	Variable	\$ 0.20741	\$0.20032	\$0.14360	\$0.10837	\$0.09838	\$0.09705						1/1/22
	WMA	WCMA	Fixed	\$ 0.13035			\$0.13035	\$0.13035							1/1/22
	WMA	WCMA	Variable	\$ 0.18101	\$0.17490	\$0.12673	\$0.09678	\$0.08736	\$0.08981						1/1/22
Medium and Large	EMA	NEMA	Fixed	\$ 0.27572	\$0.27572	¢0.27572									1/1/22
General Service	EMA	NEMA	Variable	\$ 0.27372											1/1/22
00110101 0011100			va.ias.o	\$ 0.000.0	Ψ0.01.00	V 0.2.0									
	EMA	SEMA	Fixed	\$ 0.25349	\$0.25349	\$0.25349									1/1/22
	EMA	SEMA	Variable	\$ 0.29357	\$0.28553	\$0.19195									1/1/22
	WMA	WCMA	Fixed	\$ 0.26378	\$0.26378	\$0.26378									1/1/22
	WMA	WCMA	Variable	\$ 0.29224	\$0.27870	\$0.22148									1/1/22
Street Lighting	EMA	NEMA/SEMA	Fixed	\$ 0.14761	\$0 14761	\$0.14761	\$0.14761	\$0.14761	\$0 14761						1/1/22
	EMA	NEMA/SEMA	Variable	\$ 0.20741	\$0.20032			\$0.09838	•						1/1/22
	WMA	WCMA	Fixed	\$ 0.11228	\$0.11228	\$0 11228	\$0.11228	\$0.11228	\$0.11228						1/1/22
	WMA	WCMA	Variable	\$ 0.15929		• -	\$0.07897								1/1/22
				,											·· ·· ==

^{*} Includes the Basic Service Cost Adjustment of \$0.00145 and NSTAR Green Basic Service Cost Adjustment of -\$0.00004

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PART D - APPENDIX

Description		
Description		
Eastern Massachusetts and Western Massachusetts		
Eastern Massachusetts		
Western Massachusetts		
Greater Boston service area		
Cambridge service area		
•		
	ne Energy Efficie	ency rate is charged by Cape Light Compact
,		, 3 , 4 1 3 4 1
Description		
Northeast Massachusetts (Eastern Massachusetts ser	vice territory)	
		у)
Petro	MDDU No	Camina Area
		Service Area
		ALL ALL
		ALL
		ALL
R-4 Residential Space Heating Assistance	10	ALL
G-1 Small General Service	11	BOST
T-1 Optional Time of Use (Closed)	14	BOST
G-1 Small General Service	19	CAMB
G-5 Commercial Space Heating (Closed)	23	CAMB
G-6 Optional Time of Use (Closed)	24	CAMB
		SOUTH
G-4 General Power (Closed)		SOUTH
G-6 All Electric Schools (Closed)		SOUTH
G-7 Optional General Time of Use (Closed)		SOUTH
23 Optional Water Heating (Closed)		WMA
		WMA
G-1 Small General Service	38	WMA
G-2 Medium General Service	15	BOST
G-2 Medium General Service	20	CAMB
G-2 Medium General Service	30	SOUTH
G-2 Medium General Service	40	WMA
T-4 Optional Medium General Service Time of Use	41	WMA
G-3 Large General Service	13	BOST
WR MWRA	16	BOST
G-3 Large General Service	21	CAMB
	31	SOUTH
	42	WMA
T-5 Extra Large General Service	43	WMA
S-1 Street and Security Lighting	44	ALL
S-2 Street and Security Lighting-Customer Owned	45	ALL
	Eastern Massachusetts Western Massachusetts Greater Boston service area South Shore service area Cape Cod and Matha's Vineyard service area where the Description Northeast Massachusetts (Eastern Massachusetts ser Southeast Massachusetts (Eastern Massachusetts ser West/Central Massachusetts (Western Massachusetts ser West/Central Massachusetts (Western Massachusetts Rates R-1 Residential R-2 Residential Assistance R-3 Residential Space Heating R-4 Residential Space Heating Assistance G-1 Small General Service G-1 Optional Time of Use (Closed) G-1 Small General Service G-5 Commercial Space Heating (Closed) G-6 Optional Time of Use (Closed) G-1 Small General Service G-4 General Power (Closed) G-7 Optional General Time of Use (Closed) G-7 Optional General Time of Use (Closed) G-7 Optional General Time of Use (Closed) G-1 Small General Service G-2 Medium General Service G-3 Large General Service G-5 Extra Large General Service T-5 Extra Large General Service S-1 Street and Security Lighting	Eastern Massachusetts Western Massachusetts Greater Boston service area Cambridge service area Cape Cod and Matha's Vineyard service area where the Energy Effici Description Northeast Massachusetts (Eastern Massachusetts service territory) Southeast Massachusetts (Eastern Massachusetts service territory) West/Central Massachusetts (Western Massachusetts service territory) West/Central Massachusetts (Western Massachusetts service territory) West/Central Massachusetts (Western Massachusetts service territory) Rates R-1 Residential Massachusetts (Western Massachusetts service territory) Rates R-2 Residential Assistance R-3 Residential Space Heating R-4 Residential Space Heating R-4 Residential Space Heating R-4 Residential Space Heating R-5 Commercial Space Heating (Closed) R-6 Commercial Space Heating (Closed) R-7 Small General Service R-8 General Power (Closed) R-9 General Service R-9 General Power (Closed) R-1 Small General Service R-2 Medium General Time of Use (Closed) R-7 Optional General Time of Use (Closed) R-7 Optional General Time of Use (Closed) R-7 Optional General Service R-8 Medium General Service R-9 Medium General Service R-1 Small General Service R-2 Medium General Service R-2 Medium General Service R-3 Large General Service R-4 Street and Security Lighting R-4 Residential Service R-4 Street and Security Lighting R-4 Residential Service Augentice R-4 Street and Security Lighting

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 2-22-A

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<u>WESTERN MASSACHUSETTS</u> <u>SUMMARY OF ELECTRIC SERVICE DELIVERY RATES</u>

CANCELLATION SUPPLEMENT

Summary of Electric Service Delivery Rates, M.D.P.U. No. 2-22-A, effective January 1, 2022 is hereby canceled.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

M.D.P.U. No. 3B Cancels M.D.P.U. No. 3A

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

I. GENERAL

A. <u>Provisions</u>

The following terms and conditions shall be a part of each Rate Schedule of Eversource Energy 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 ("M.D.P.U."). If there is a conflict between the orders or regulations of the M.D.P.U. and these Terms and Conditions, the orders or regulations of the M.D.P.U. 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.

B. Definitions

"Cambridge" shall mean the service area identified in Appendix C of these Terms and Conditions.

"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.

"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 M.D.P.U.

"Distribution Company" or "Company" shall mean NSTAR Electric Company d/b/a Eversource Energy.

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

"Eastern Massachusetts" shall mean the territory consisting of the Greater Boston, Cambridge, and South Shore, Cape Cod & Martha's Vineyard service areas.

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

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

"Greater Boston" shall mean the service area identified in Appendix C of these Terms and Conditions.

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

"South Shore, Cape Cod & Martha's Vineyard Division" shall mean the service area identified in Appendix C of these Terms and Conditions.

"Station Service Power" shall mean the electric energy used for the heating, lighting, air-conditioning, and office equipment needs of the buildings on a generating facility's site, and for operating the electric equipment that is on the generating facility's site.

"Terms and Conditions" shall mean these Terms and Conditions for Distribution Service.

"Transmission Voltage" shall mean station service supplied by facilities rated at 69,000 volts or higher.

"Western Massachusetts" shall mean the territory consisting of the towns listed in Appendix C of these Terms and Conditions.

C. 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

A. Rates and Tariffs

1. 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 M.D.P.U. decisions, orders, and regulations. Such Schedule of Rates, which includes these Terms and Conditions, is available for public inspection on the Company's website.

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

2. 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 M.D.P.U. and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

3. <u>Modification by Company</u>

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 M.D.P.U., and available for public inspection on the Company's website.

4. 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.

5. Conditions for Station Service Accounts that may be exempt from retail rate tariffs

- a. Generator's station service delivery must be supplied via a Transmission Voltage connection;
- b. Generator must produce power for sale at wholesale rates authorized by the Federal

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

Energy Regulatory Commission ("FERC") (i.e., have FERC market based rates authorization, FERC cost of service rates, or other rates authorized by FERC) and the particular unit must be modeled in the ISO-NE settlement system. Generator cannot be a Qualifying Facility or Net Metering Facility selling its net electrical output to the Company under the Power Purchase or Net Metering schedules;

- c. Generator must be accepted as a market participant under ISO-NE Market Rules;
- d. Generator must procure Station Service Power from an entity other than the Company or a state-licensed competitive retail supplier (i.e., buys power from ISO-NE, or a FERC-authorized wholesale entity other than the Company);
- e. Generator must establish a station service load asset in the ISO-NE settlement system to represent the station service load associated with a generator unit that is modeled in the ISO-NE settlement system.

B. Obtaining Service from the Company

1. Applying for Service

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

2. Method of Application

The Company may accept oral application by a prospective Customer for residential service, except as noted in Section II.3, 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.

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

3. 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.

4. <u>Description of Service Offered</u>

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.4 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.

5. <u>Term of Customer's Obligation to Company</u>

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 when the Customer prevents access to the Company's equipment.

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

6. <u>Continuation of Service at Rental Property</u>

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.

7. 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.

C. Security Deposits

1. Non-Residential Accounts

Subject to law and the applicable regulations of the M.D.P.U., 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.

2. Termination of Service

The Company may terminate any non-residential Customer's Distribution Service if a security deposit authorized by Section II.1, above, is not made in accordance with the provisions outlined in 220 C.M.R. § 26.08.

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

3. 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.

D. <u>Service Supplied</u>

1. <u>Delivery Point and Metering Installation</u>

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 M.D.P.U., 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 requested 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. Any non-approved external device found attached to any Company meter, which does not interfere with any of its functions, will be solely the responsibility of the Customer and/or Competitive Supplier.

2. 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

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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.

3. <u>Unusual Load Characteristics</u>

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.

4. <u>Temporary Use</u>

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.

5. <u>Power Factor</u>

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 90 percent. 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.

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E. Billing and Metering

1. Billing Period Defined

The basis of all charges is the billing period, 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-five (25) days or more than thirty-five (35) 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 M.D.P.U.

2. Bills; Time of Payment

Unless otherwise specified, bills of the Company are payable upon receipt and may be paid at any authorized collector or agent. Bills shall be deemed paid when valid payment is received. Bills shall be deemed rendered and other notices duly given when delivered electronically to the Customer or at their mailing address, or to the premises supplied, or the last known address of the Customer. The address and telephone number of the M.D.P.U.'s Consumer Division shall appear on each residential bill rendered by the Company or the Competitive Supplier.

3. 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.

4. Interest on Past Due Non-Residential Accounts

A Distribution Service (including Customers taking Standard Complete Billing Service as defined below) 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.

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5. <u>Billing for Generation Service</u>

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 Terms and Conditions for Competitive Suppliers, §8.

A bill for customers receiving Generation Services from Competitive Suppliers rendered under Standard Complete Billing Service shall be subject to past due interest charges as set forth in II.E.4 above for Basic Service bills. Such interest charges shall be deemed as receivables for Competitive Suppliers and recoverable by the Company under the Purchase of Receivables provisions in the Terms and Conditions for Competitive Suppliers.

6. 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 M.D.P.U..

7. 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.

8. Optional Customer Meter Readings

Any Customer who would otherwise receive an estimated bill pursuant to Section II.7, 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.

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9. 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, M.D.P.U. regulations, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

10. <u>Diversion and Meter Tampering</u>

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 as well as all appropriate corrective actions taken by the Company.

11. Returned Check Fee

The Company may assess a returned check fee pursuant to Section II.J, 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.

12. 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.

F. Discontinuance of Service

1. 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 M.D.P.U.. 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,

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local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge pursuant to Section II.J, below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

2. 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.

3. 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 M.D.P.U. 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 M.D.P.U.

G. Customer's Installation

1. 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 M.D.P.U. 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.

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2. 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 make available information on its website pertaining to 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.

3. <u>Separate Service</u>

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.

4. 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 M.D.P.U.. Copies of such requirements are available from the Company. Where the Customer has apparatus for the generation of electricity, the Company shall respond to the Customer's notice of intent to interconnect within 45 days of receipt of the notice; provided, however, that in no event shall the wiring be configured to allow interconnection with the Company's service unless the Customer has obtained the Company's prior written consent in each case.

5. 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.

6. 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.

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H. <u>Company's Installation</u>

1. <u>Information and Requirements for Distribution Service</u>

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.

2. <u>Interference with Company Property</u>

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.

3. 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.

4. 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

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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.

5. Unauthorized Use or Unsafe Conditions

If the Company finds an unauthorized use 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.

6. <u>Underground Surcharge</u>

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 M.D.P.U..

I. <u>Company Liability</u>

1. <u>Curtailment or Interruption of Service</u>

Whenever the Company reasonably believes the integrity of the Company's system or the supply of electricity to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage and such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption or reduction and to resume full performance.

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2. Force Majeure

The Company shall be excused from performing under the Schedule of Rates and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution or impairment of electrical supply from its generating plants or suppliers or the systems of others with which it is interconnected; or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches or other equipment necessary for electric distribution; or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use efforts reasonable under the circumstances to overcome such cause and to resume full performance.

3. <u>Limitation of Liability</u>

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 M.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.

J. 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 M.D.P.U..

K. Line Extension Policy

The Company's line extension policy is included in Appendix B.

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Appendix A

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Schedule of Fees and Charges (February 1, 2022)

Late Payment Charge Interest Rate (Annual)	10.39%
Returned Check Fee	\$11.00
Account Restoration Charge (Meter)	\$103.00
Account Restoration Charge (Pole)	\$123.00
Account Restoration Charge (Manhole)	\$181.00
Warrant Fee	\$240.00
Sales Tax Abatement	\$32.00

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Appendix B - Line Extension Policy Individual Residential

I. Applicability

This Policy applies to single family residential Line Extensions. Upon Application for electric service under residential rate schedules by one or more Line Extension Customer, the Company will install, own, operate, and maintain a Line Extension in accordance with the several provisions of this Policy.

The Line Extension Customer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

This Policy does not apply to temporary services as defined in the Company's Information and Requirements for Electric Service booklet or where otherwise defined within the Terms and Conditions.

II. <u>Definitions</u>

When used within this Policy, the following terms shall have the meaning stated herein:

"Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.

"Line Extension" shall mean an extension of the Company's single-phase overhead or underground electric distribution facilities within its franchise territory.

"Line Extension Customer" or "Customer" shall mean the owner or owners of the premises to be served by a Line Extension which is the subject of this Policy.

"Overhead Line Extension" shall mean an overhead extension of at least one wooden pole and a section of wire from the Company's existing overhead electric distribution system.

"Public Ways" shall mean streets, roads, and ways that are defined by metes and bounds, are recorded as such in the Registry of Deeds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by a Customer or group of Customers. Similarly defined and recorded rights-of-ways located on or across Private Property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

"Private Property" is normally referred to as the "Customer's Property." Traveled ways, access roads, and roads that are not defined with metes and bounds, and are not recorded as such, are considered Private Property.

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"Single-Phase Line Extension Agreement" shall mean an agreement in form and substance which outlines the Customer's and Company's rights and responsibilities with respect to the Line Extensions covered by this Policy.

"Standards for Overhead Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of overhead facilities.

"Standards for Underground Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of underground residential facilities.

"One-Pole Policy" shall refer to the Company's policy of providing up to one wooden pole and 150 feet of secondary wire along a Public Way at no charge to serve a residential Customer where an existing Company-owned pole line exists.

"Underground Line Extensions" shall mean an underground extension along a Public Way from the Company's existing electric distribution system.

III. **Construction of Facilities**

A. Line Extensions on Public Ways

1. Overhead Line Extensions

- Design The Company shall design such Overhead Line Extensions on Public a. Ways.
- b. Installation - The Company shall install such Overhead Line Extensions as defined under the terms of the One-Pole Policy on all state and municipally owned Public Ways.

Installation of additional facilities that may be required will be at the Customer's expense. In privately owned Public Ways, the Line Extension Customer may install the Overhead Line Extension only as designed by the Company and constructed in accordance with the Company's Standards for Overhead Construction.

Ownership - The Company shall own such Overhead Line Extensions on all state c. and municipally owned Public Ways. In privately owned Public Ways, where the Line Extension Customer has installed the Overhead Line Extensions as designed by the Company and has constructed such line in accordance with the Company's

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Standards for Overhead Construction, ownership of such line shall be transferred to the Company prior to being energized.

d. Maintenance - The Company shall maintain such Overhead Line Extension on all state and municipally owned Public ways.

The Company will maintain an Overhead Line Extension installed by the Line Extension Customer on privately owned Public Ways only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

All tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Customer, except that tree trimming, removal of existing facilities, and blasting may be performed by the Company at the Line Extension Customer's expense where the Overhead Line Extension in a privately owned Public Way is installed by the Company.

2. Underground Line Extensions

- a. Design The Company shall design such Underground Line Extensions in Public Ways.
- b. Installation The Company shall install such Underground Line Extensions in all state and municipally owned Public Ways.

In privately owned Public Ways, the Line Extension Customer may install the Underground Line Extensions only as designed by the Company and constructed in accordance with the Company's Standards for Underground Construction.

c. Ownership - The Company shall own such Underground Line Extensions in all state and municipally owned Public ways.

In privately owned Public Ways, where the Line Extension Customer has installed the Underground Line Extensions as designed by the Company and has constructed such line in accordance with the Company's Standards for Underground Construction, ownership of such line shall be transferred to the Company

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following the Company's inspection and acceptance and prior to being energized.

d. Maintenance - The Company shall maintain such Underground Line Extensions on all state and municipally owned Public Ways.

The Company will maintain an Underground Line Extension installed by the Line Extension Customer on privately owned Public Ways installed by the Line Extension Customer only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Underground Line Extension.

All tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Customer, except that tree trimming, removal of existing facilities, and blasting may be performed by the Company at the Customer's expense where the Underground Line Extension along a privately owned Public Way is installed by the Company.

B. Line Extensions on Private Property

1. Overhead Line Extensions

Where a Company-owned overhead pole line exists on a Public Way or on Private Property the following shall apply:

- a. Design The Company shall design all Overhead Line Extensions on Private Property.
- b. Installation The Company shall install such Overhead Line Extensions on Private Property. This construction will be paid for by the Customer or property owner. In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Customer may elect to install the Overhead Line Extension at their expense.

The Company has the right to extend from its facilities on Private Property to provide electric service to additional Customers.

c. Ownership - All Line Extensions on the Customer's Property shall be the personal property of the Company whether or not built with the aid of funds contributed by the Customer.

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On Private Property, where the Customer has installed facilities in accordance with the Company's Standards for Overhead Construction, ownership of such facilities shall be transferred to the Company following inspection and acceptance by the Company and prior to being energized.

d. Maintenance - Where the Company owns an Overhead Line Extension on Private Property, the Company shall maintain such Overhead Line Extension.

The Company will maintain an Overhead Line Extension on Private Property installed by the Line Extension Customer only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's Property shall be the responsibility of the Customer. The Company will perform incidental tree trimming in order to maintain service to the Customer, once the Service pole line has been installed on the Customer's Property.

2. Underground Line Extensions

- a. Design The Company shall design such Underground Line Extensions.
- b. Installation The Company will, at the Customer's expense, install the necessary primary cable to the first terminating facility. All other construction beyond two feet on Private Property will be the responsibility of the Customer. In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Customer shall install such underground services; provided, however, where the Customer receives service at primary voltage, the installations shall be built to conform to the Company's construction standards.

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- c. Ownership The Customer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company.
- d. Maintenance The Company shall maintain all equipment it owns on Private Property.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's Property shall be the responsibility of the Customer.

IV. Customer Responsibilities

At the time the Application for Service is made that requires an Overhead or Underground Line Extension, the Customer shall be responsible for the following:

- A. Easements Furnish to the Company, without expense to it, satisfactory permanent easement rights of way for the installation, operation and maintenance of the Line Extension as the Company may deem necessary in a form acceptable to the Company.
- B. Plans Provide the Company with a complete set of plans clearly showing all recorded rights of ways, defined by metes and bounds and recorded as such in the Registry of Deeds, as the Company may deem necessary.
- C. Other Documents Enter into a Single-Phase Line Extension Agreement in accordance with this Policy.
- D. Compliance Construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.
- E. Information and Requirements for Electric Service Booklet In addition to the provisions set forth within this Policy, service to the Customer is subject to the Company's printed Information and

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Requirements for Electric Service.

F. Permits and Approvals - The Customer shall be responsible for obtaining any required permits and approvals prior to the start of construction.

V. Payment Required

- A. Estimated Cost of Construction The Cost of Construction shall mean the Company's estimated cost of the Line Extension, determined by application of the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.
- B. Charge Formula Where the Company is required to construct an Overhead or Underground Line Extension along the Public Way with a Cost of Construction that exceeds the cost to construct one wooden pole and 150 feet of secondary wire, the customer shall pay such excess costs, if any, and the Tax Liability Charge. For all construction beyond the allowances stated in this Line Extension Policy, the Customer will be required to contribute the excess costs.
- C. Tax Liability Charge The Customer will be responsible for payment of the Tax Liability Charge to the Company, which represents the recovery of any tax liabilities that result from collection of the Customer's Contribution pursuant to the IRS Tax Code revision of 1986.

VI. Construction Moratorium

The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

VII. <u>Line Extension Agreement</u>

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 of the Line Extension, 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 the appropriate rights, permits and easements cannot be obtained or if applicable laws, regulations, codes, ordinances and bylaws and utility standards cannot be satisfied.

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Appendix B - Line Extension Policy Residential Development

I. Applicability

This Policy applies to Line Extensions necessary to serve residential real estate developments. The Company will install, own, operate, and maintain an electric distribution system ("System") in accordance with the several provisions of this Policy.

The Developer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

II. Definitions

When used within this Policy, the following terms shall have the meaning stated herein:

- "Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.
- "Developer" shall mean the agent or agents of the real estate development to be served by a Line Extension which is the subject of this Policy. Such agent or agents shall be authorized to enter into a Line Extension Agreement with the Company.
- "Development" shall mean more than one lot in a residential real estate tract along privately owned Public Ways whether or not such privately owned Public Way is to remain private or become municipally or state owned at some future date.
- "Line Extension" shall mean an extension of the Company's overhead or underground electric distribution facilities within its franchise territory.
- "Non-Electrical Facilities" shall refer to, but not be limited to, the transformer foundations, vaults, manholes, hand-holes and duct systems installed with appropriate pull lines ready for the installation of primary and secondary cables and associated equipment.
- "Overhead Line Extension" shall mean an extension of at least one wooden pole and a section of wire from the Company's existing overhead electric distribution system.
- "Overhead and Underground Line Extension Agreement" shall mean an agreement in form and substance which outlines the Developer's and the Company's rights and responsibilities with respect to a line extension.

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"Public Ways" shall mean streets, roads, and ways that are defined by metes and bounds, are recorded as such in the Registry of Deeds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by a Customer or group of Customers. Similarly defined and recorded rights-of-ways located on or across private property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

"Private Property" is normally referred to as the "Customer's property", and the Line Extension on the Customer's property may also be referred to as the "Service" to the Customer's home. Traveled ways, access roads, and roads that are not defined with metes and bounds, and are not recorded as such, are considered Private Property.

"Standards for Overhead Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of overhead facilities.

"Standards for Underground Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of underground residential facilities.

"Underground Line Extension" shall mean an underground extension along a Public Way from the Company's existing electric distribution system.

III. Construction of Facilities

A. Line Extensions on Public Ways

- 1. Overhead Line Extensions
 - a. Design The Company shall design such Overhead Line Extensions on Public Ways.
 - b. Installation When the Company has been requested to install overhead facilities to serve an Overhead Line Extension for a Development, the Company will install all facilities on all Public Ways. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development.

In Developments in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas where the Developer is allowed to and has elected to install

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overhead facilities, the Developer, at its cost, shall employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles, guys, anchors, and their associated appurtenances in accordance with the Company's material and construction specifications for Overhead Construction. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development. The Developer shall grant directly to the Company a warranty that all of the Developer's materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is ready to be energized.

c. Ownership - All Overhead Line Extension on Public Ways shall become the property of the Company whether or not built with a contribution-in-aid-of-construction from the Developer.

In Developments in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas where the Developer is allowed to and has elected to install overhead facilities, and the Developer, at his cost, has elected to employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles guys and anchors and their associated appurtenances, ownership of such line shall be transferred to the Company following inspection and acceptance by the Company prior to being energized.

- d. Maintenance The Company shall maintain such Overhead Line Extensions on all Public Ways where owned by the Company.
- e. Tree Trimming, Removal, and Blasting All tree trimming, removal of existing facilities, and blasting, where required to serve the Development, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

Initial tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas shall be the responsibility of the Developer. Where the Developer has elected to install overhead facilities, and has transferred ownership and maintenance responsibilities to the Company, and the Company has accepted ownership and maintenance responsibilities for the Overhead Line Extension, trimming will be performed by the Company.

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- 2. Underground Line Extensions
 - a. Design The Company shall design such Underground Line Extensions in Public Ways.
 - b. Installation The Company will install all facilities on state and municipally owned Public Ways. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, line extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development.

For all underground installations within new Developments, the Developer, at his cost, shall employ a qualified contractor, approved by the Company, to perform the excavation and backfilling for the cable and conduit system, and shall furnish the Non-Electrical portion of the System in accordance with Company specifications for Underground Construction. The Developer shall grant directly to the Company a warranty that all of the Developer's materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is energized.

Where the Company has been requested to install underground facilities to serve an Underground Line Extension, the Company shall provide and install the primary and secondary cables and associated devices and appurtenances in facilities supplied by the Developer.

Where the Developer in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas is allowed to and has elected to install underground facilities, the Developer will:

- (1) Obtain the primary and secondary cable and associated devices and appurtenances from the Company; or
- (2) Purchase the primary and secondary cable and associated devices and appurtenances in accordance with Company specifications.

The Developer will employ a qualified contractor, approved in advance by the Company, to install and terminate such primary and secondary cable in the Developer's facilities in accordance with the Company material and construction specifications contained in the Standards for Underground Construction.

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c. Ownership - The Company shall own such Underground Line Extensions in all state and municipally owned Public ways.

Following inspection and acceptance of the installed facilities by the Company, the Developer shall transfer title of the installed facilities to the Company at no cost to the Company free of all encumbrances.

d. Maintenance - The Company shall maintain such Underground Line Extensions in all state and municipally owned Public Ways.

The Company will maintain an Underground Line Extension within privately owned Public Ways where the Developer has installed such facilities only after the Developer has transferred ownership of such facilities to the Company in accordance with Section c above.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Underground Line Extension.

B. Line Extensions on Private Property

- 1. Overhead Line Extensions
 - a. Design The Company shall design such overhead Services from Company facilities to each lot in accordance with the Standards for Overhead Construction.
 - b. Installation The Company shall supply and install such overhead services from Company facilities to each lot in accordance with the Company's Standards for Overhead Construction.
 - c. Ownership The Company shall own such overhead services from Company facilities to each lot.
 - d. Maintenance The Company shall maintain such overhead services from Company facilities to each lot.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related

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Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's property shall be the responsibility of the Customer. The Company will perform incidental tree trimming in order to maintain service to the Customer, once the Service pole line has been installed on the Customer's Property.

2. Underground Line Extensions

- a. Design The Company shall design such underground services.
- b. Installation The Company will, at the Developer's expense, install the necessary primary cable to the first terminating facility. All other construction beyond two feet on Private Property will be the responsibility of the Developer.

In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Developer shall install such underground services; provided, however, where the Customer receives service at primary voltage, the installations shall be built to conform to the Company's construction standards. The Developer or lot owner shall ensure that all such installations meet all applicable laws, regulations, ordinances, bylaws and codes, and shall receive all required approvals prior to the line being energized by the Company.

- c. Ownership The Developer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company.
- d. Maintenance The Company shall maintain all equipment it owns on Private Property.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification,

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assessment and/or remediation, shall be the sole responsibility of the Customer.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's property shall be the responsibility of the Customer.

IV. Developer Responsibilities

The Developer shall be responsible for the following:

- A. Easements The Developer will obtain and furnish, without charge to the Company, clear title to all easements in grant form and substance satisfactory to the Company for locating and maintaining the System along Public Ways or on Private Property. In the event any lots are sold prior to the granting or proper receipt of easements by the Company, no work will be done by the Company until the Developer obtains such easements for and at no cost to the Company. The Company will prepare the easement form for the Developer.
- B. Plans The Developer shall furnish the Company with a plan of the proposed Development ("Development Plan"). Such Development Plan shall be furnished at no cost to the Company, shall have been properly approved by the municipality and shall have been properly recorded and/or registered at the appropriate Registry of Deeds prior to the start of any construction by the Company. Such Development plan shall show all development boundaries, lots, and lot boundaries as well as the traveled ways and the location and boundaries of any structure, facility or improvement (whether existing or planned) within said Development and the locations of all areas and structures which are to be furnished with individual electric service by the Company.
- C. Other Documents The Developer shall provide documentation of all waivers to existing municipal by-laws.
- D. Compliance The Developer shall design and construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.
 - Electric wires and cables and other utility and communications facilities may be installed in the same trench line or in common duct banks, if appropriate, under conditions mutually acceptable to the utilities involved and in conformance with all applicable laws, regulations and codes and utility specifications.
- E. Information and Requirements for Electric Service Booklet In addition to the provisions set forth within this Policy, service to the Customer is subject to the requirements set forth within the Company's printed Information and Requirements for Electric Service.

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- F. Permits and Approvals The Developer shall have taken any and all requisite action and obtained any and all requisite permits and approvals (including, without limitation, thereto, zoning and subdivision approval and any environmental permits and approvals) from all local, state and federal authorities asserting jurisdiction over the project.
- G. Other Outdoor lighting may be installed after consultation and acceptance by local authorities in accordance with the Company's applicable Street and Security Lighting Schedules or Contracts, provided the Developer will provide the trenching, backfilling, duct, and any other Non-Electric Facilities where required by the Company.
- H. Coordination Between the Parties In order to insure an economical and expeditious installation of underground electric distributions facilities, the Developer shall arrange a meeting or meetings of their trenching and electrical contractors, the Company construction coordinator, field constructions supervisors of other utilities, and representatives of any municipal departments having jurisdiction over or otherwise concerned with construction in the Development. The meeting shall be held prior to the start of construction. The Company shall make all connections between its facilities and the facilities of others. The Company shall make the final decision as to the electric requirements of an electric distributions system in any Development. The Developer and the Company shall enter into an agreement embodying the substance of the foregoing plan before it is binding on the parties, such agreement to contain any minor changes as may be necessitated by the nature, terrain, and location of the Development.

V. <u>Payment Required</u>

- A. Revenue For the purposes of this Policy, the term "Revenue" shall mean the estimated distribution revenue expected to be collected by the Company from the residential customers taking permanent service under the Line Extension pursuant to the terms of the Company's generally available rate schedules for retail delivery service, excluding revenue attributable to the Company's Transition Charges, Transmission Charges, Supplier Services Charges, Energy Efficiency Charge, and Renewables Charge, and other reconciling charges as listed in the Company's Summary of Electric Service Delivery Rates.
- B. Estimated Cost of Construction The Cost of Construction shall mean the estimated cost of facilities provided by the Company to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, the cost of any Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development determined by application of the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.

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C. Charge Formula - The total Developer contribution shall be determined as follows:

For all Overhead Developments:

the Cost of Construction for the System provided by the Company in accordance with the applicable section of this Policy; plus

the Tax Liability Charge applicable to the excess Company costs, if any, (see Section V.E below); plus

where the Developer elects to install overhead facilities in the Development:

The Tax Liability Charge applicable to the Developer's cost of the primary and secondary wire, poles, guys, and anchors and their associated devices and appurtenances, which are to be owned and maintained by the Company, in accordance with this Policy.

For all Underground Developments:

the excess Cost of Construction for the System, if any, provided by the Company in accordance with the applicable section of this Policy; plus

the Tax Liability Charge applicable to such excess Company costs, if any; plus

Where the Developer elects to install underground facilities:

The Tax Liability Charge applicable to the Developer's cost to install the Company supplied primary and secondary cable; plus the Tax Liability Charge on the estimated costs or value of all facilities installed by the Developer which is to be owned and maintained by the Company, in accordance with this Policy.

or,

The Tax Liability Charge applicable to the Developer's cost to install the Developer-supplied primary and secondary cable; plus the Tax Liability Charge on the estimated costs or value of all facilities installed by the Developer which are to be owned and maintained by the Company, in accordance with this Policy.

D. Refund - A portion of the amounts paid by the Developer to the Company as a contribution-in-aid-of- construction may be refunded by the Company to the Developer as hereinafter set forth. However, in no event shall the aggregate amount of any such refund to the Developer exceed the amount of the contribution-in-aid-of-construction for the specific System. In addition, the

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Company shall not pay interest on any contribution-in-aid-of-construction, whether or not subsequently refunded to the Developer.

Subject to the foregoing, in the event that the Line Extension is located within a way that is accepted by the municipality as a Public Way, the Company shall refund the Developer an amount equal to 4.2 times the annual Revenues (subject to the conditions of the first paragraph of this section) estimated by the Company to be received by the Company.

No other refunds will be made at any time.

The Company reserves the right to withhold any refunds that would otherwise be due to the Developer under this Policy until any outstanding balances that are due the Company for any reason are paid in full.

- E. Taxes The Customer will be responsible for payment of the Tax Liability Charge to the Company, which represents the recovery of any tax liabilities that result from collection of the Customer's contribution-in-aid-of-construction pursuant to the IRS Tax Code revision of 1986.
- F. Method of Payment The Total Contribution shall be paid to the Company in available funds, in full and in advance of construction work to be performed by the Company.

VI. Construction Moratorium

The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

VII. <u>Line Extension Agreement</u>

The Company may require the Developer 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 of the Line Extension, 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 the appropriate permits and easements cannot be obtained or if applicable laws, regulations, codes, ordinances and bylaws and utility standards cannot be satisfied.

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Appendix B - Line Extension Policy Commercial - Industrial

I. Applicability

This Policy applies to single-phase or three-phase Line Extensions necessary to serve all Commercial and Industrial Customers (herein referred to as the "Customer"), including Commercial and Industrial developments. The Company will install, own, operate, and maintain an electric distribution system ("System") in accordance with the several provisions of this Policy.

The Customer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

II. Definitions

When used within this Policy, the following terms shall have the meaning stated herein:

- "Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.
- "Individual Customer" shall refer to an individual commercial or industrial Customer served by a Line Extension.
- "Developer" shall mean the agent or agents of the non-residential real estate development to be served by a Line Extension which is the subject of this Policy. Such agent or agents shall be authorized to enter into a Line Extension Agreement with the Company.
- "Development" shall mean a non-residential real estate development such as privately owned parcels of land, shopping complexes, condominiums, apartment buildings, schools, churches, mobile home parks, townhouses, public buildings and other commercial or industrial developments.
- "Line Extension" shall mean an extension of the Company's overhead or underground electric distribution facilities within its franchise territory.
- "Non-Electrical Facilities" shall refer to but not be limited to the transformer foundations, vaults, manholes, hand-holes and duct systems installed with appropriate pull lines ready for the installation of primary and secondary cables and associated equipment.

"Overhead Line Extension" shall mean an extension of at least one wooden pole and a section of wire from

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the Company's existing overhead System.

"Overhead and Underground Line Extension Agreement" shall mean an agreement in form and substance which outlines the Company's and the Individual Customer's or Developer's rights and responsibilities.

"Private Property" is normally referred to as the "Customer's Property" and shall include Developments as described herein. For Line Extensions to Individual Customers, the Line Extension on the Customer's property may also be referred to as the "service" to the Individual Customer's facility. When referring to Developments, Private Property shall mean a parcel or tract of land owned by an individual or group of Customers. Additionally, traveled ways, access roads, and roads that are not defined by metes and bounds or recorded as such in the Registry of Deeds are considered Private Property.

"Public Ways" shall mean streets, roads, and ways that are recorded in the Registry of Deeds, defined by metes and bounds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by Customer(s). Similarly defined and recorded rights-of-ways located on or across Private Property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

"Standards for Overhead Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of overhead facilities.

"Standards for Underground Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of underground facilities.

"Underground Line Extension" shall mean an underground extension from the Company's existing electric distribution system.

III. Construction of Facilities

- A. Line Extensions on Public Ways
 - 1. Overhead Line Extensions
 - a. Design The Company shall design such Overhead Line Extensions on Public Ways.
 - b. Installation When the Company has been requested to install overhead facilities to serve an Overhead Line Extension for an Individual Customer or a Development, the Company will install all facilities within Public Ways. The Company will install facilities necessary to furnish electric service to the Individual Customer or each lot within the Development, including, but not limited

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to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or Development.

- c. Ownership All Overhead Line Extensions on Public Ways shall become the property of the Company whether or not built with a contribution-in-aid-of-construction from an Individual Customer or Developer.
- d. Maintenance The Company shall maintain such Overhead Line Extensions on all Public Ways.
- e. Tree Trimming, Removal, and Blasting All tree trimming, removal of existing facilities, and blasting, in or along state and municipally owned Public Ways, where required to serve an Individual Customer or Development, shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

2. Underground Line Extensions

- a. Design The Company shall design such Underground Line Extensions within Public Ways.
- b. Installation The Company will install all facilities within state and municipally owned Public Ways.
- c. Ownership The Company shall own such Underground Line Extensions within the state and municipally owned Public Ways.
- d. Maintenance The Company shall maintain such Underground Line Extensions within state and municipally owned Public Ways.
- e. Tree Trimming, Removal, and Blasting All tree trimming, removal of existing facilities, and blasting, in or along state and municipally owned Public Ways, where required to serve an Individual Customer or Development, shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

B. <u>Line Extensions on Private Property</u>

1. Overhead Line Extensions

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- a. Design The Company shall design such Overhead Line Extensions from Company facilities to serve an Individual Customer or to serve each lot within the Development.
- b. Installation The Company may install such Overhead Line Extension from Company facilities to serve the individual Customer or, within the Development, to serve each lot in accordance with the Company's Standards for Overhead Construction. The Company will install facilities necessary to furnish electric service to serve the Individual Customer or each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or the Development.

An Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service area may elect to install overhead facilities. Such Individual Customer or Developer, at its cost, shall employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles, guys and anchors and their associated appurtenances in accordance with the Company's material and construction specifications for Overhead Construction.

c. Ownership - The Company shall own such overhead services from Company facilities to serve the Individual Customer or each lot within the Development in accordance with the Company's Standards for Overhead Construction.

Where the Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service areas has elected to install overhead facilities, and the Individual Customer or Developer, at its cost, has elected to install all primary wires, poles, guys and anchors and their associated appurtenances, ownership of such line must be transferred to the Company following the Company's inspection and acceptance prior to being energized. Where such line is transferred to the Company, the Developer shall grant directly to the Company a warranty that all of the Developer materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is energized.

d. Maintenance - The Company shall maintain such overhead services from Company facilities to serve the Individual Customer or to each lot where (i) the Company has installed such overhead services or (ii) the Individual Customer or Developer has installed such overhead service and transferred such service to the Company in accordance with the requirements of Section c above.

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In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

- e. Tree Trimming, Removal, and Blasting All tree trimming, removal of existing facilities, and blasting, where required, on the Individual Customer's property or in the Development, shall be the responsibility of the Customer or Developer.
- 2. Underground Line Extensions
 - a. Design The Company shall design such Underground Line Extensions from Company facilities to serve an Individual Customer or to serve each lot within the Development whether installed by the Company or by the Individual Customer or Developer.
 - b. Installation For all underground installations on Private Property or within new Developments, the Individual Customer or Developer, at its cost, shall employ a qualified contractor to install the Non-Electrical Facilities portion of the system and to perform the necessary excavation and backfilling in accordance with Company's Standards for Underground Construction. The Company will install facilities necessary to furnish electric service to serve the Individual Customer or the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or Development.

Where the Company has been requested to install underground facilities to serve an Individual Customer or to serve a Development, the Company shall provide and install the primary cables and associated devices and appurtenances in the Non-Electric Facilities supplied by the Individual Customer or Developer.

An Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service areas who has elected to install underground facilities will:

(1) Obtain the primary cable and associated devices and appurtenances from

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the Company; or

(2) Purchase the primary cable and associated devices and appurtenances, in accordance with Company specifications.

and

(3) Such Individual Customer or Developer will employ a qualified contractor, approved in advance by the Company, to install and terminate such primary cable in the Individual Customer or Developer's facilities in accordance with the Company material and construction specifications contained in the Standards for Underground Construction.

Where the Individual Customer receives service at primary voltage, the Company will install all Company-owned facilities on Private Property. The Individual Customer will have responsibility for the installation of all Customer-owned facilities.

c. Ownership - The Individual Customer or Developer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company. The Company shall own such underground facilities where (i) the Company has installed the facilities or (ii) the Individual Customer or Developer has installed the facilities in accordance with Section b above and has transferred title of the installed facilities to the Company following inspection and acceptance by the Company and at no cost to the Company free of all encumbrances.

Where the Individual Customer receives service at Primary Voltage, the Company may own certain facilities or portions of facilities necessary to terminate, control and meter its primary distribution system circuits feeding the Individual Customer.

d. Maintenance - The Company will maintain Underground Facilities where (i) the Company has installed such facilities, or (ii) the Customer or Developer has installed such facilities as designed by the Company and has constructed such facilities in accordance with the Company's Standards for Underground Construction, and the Individual Customer or Developer has transferred ownership of the facilities to the Company in accordance with Section c above.

Where the Individual Customer or Developer has not transferred ownership of the underground facilities to the Company, the Individual Customer or Developer shall be responsible for maintaining such facilities. The Individual Customer or

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Developer shall maintain all secondary facilities on private property at the Customer's expense.

The Company shall maintain all Company-owned equipment. In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Individual Customer's property or in the Development shall be performed by the Individual Customer or the Developer.

IV. Individual Customer or Developer Responsibilities

The Individual Customer or Developer shall be responsible for the following:

- A. Easements The Individual Customer or Developer will obtain and furnish, without charge to the Company, clear title to all easements in grant form and substance satisfactory to the Company for locating and maintaining the System on private property, including but not limited to the right to trim trees as the Company may deem necessary. The initial trim is to be performed by the Individual Customer or Developer. In the event any lots are sold prior to the granting or proper receiving of easements to the Company, no work will be done by the Company until the Individual Customer or Developer obtains such easements for and at no cost to the Company. The Company will prepare the easement form for the Individual Customer or Developer.
- B. Plans The Individual Customer shall provide the Company with a complete set of plans clearly showing all recorded rights of way, defined by metes and bounds and recorded as such in the Registry of Deeds, as the Company may deem necessary.
- C. The Developer shall furnish the Company with a plan of the proposed Development ("Development Plan"). Such Development Plan shall be furnished at no cost to the Company, shall have been properly approved by the municipality and shall have been properly recorded and/or registered at the appropriate Registry of Deeds prior to the start of any construction by the Company. Such Development Plan shall show all development boundaries, lots and lot boundaries as well as the traveled ways and the location and boundaries of any structure, facility or improvement (whether

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existing or planned) within said Development and the locations of all areas and structures which are to be individually furnished electric service by the Company.

- D. Code Compliance The Developer or Individual Customer shall design and construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.
- E. Electric wires and cables and other utility and communications facilities may be installed in the same trench line or in common duct banks, if appropriate, under conditions mutually acceptable to the utilities involved and in conformance with all applicable laws, regulations and codes and utility specifications.
- F. Information and Requirements for Electric Service Booklet In addition to the provisions set forth within this Policy, service to the Individual Customer or Developer is subject to the requirements set forth within the Company's printed Information and Requirements for Electric Service.
- G. Permits and Approvals The Individual Customer or Developer shall have taken any and all requisite action and obtained any and all requisite permits and approvals (including, without limitation, thereto, zoning and land use or subdivision approval and any environmental permits and approvals) from all local, state and federal authorities asserting jurisdiction over the project.

V. Payment Required

- A. Revenue For the purposes of this Policy, the term "Revenue" shall mean the estimated distribution revenue expected to be collected by the Company from the commercial and industrial customer(s) taking permanent service under the Line Extension pursuant to the terms of the Company's generally available rate schedules for retail delivery service, excluding revenue attributable to the Company's Transition Charges, Transmission Charges, Supplier Services Charges, Energy Efficiency Charge, and Renewables Charge, and other reconciling charges as listed in the Company's Summary Rate Schedule.
- B. Estimated Cost of Construction The Cost of Construction shall mean the estimated cost of facilities provided by the Company to furnish electric service to the Individual Customer or each lot within the Development. This includes but is not limited to, the cost of any Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development. The cost will be determined by applying the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.
- C. Charge Formula For line extensions in the Public Way, the Individual Customer or Developer will pay to the Company a Contribution equal to the sum of (1) the Company's Cost of Construction

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in excess, if any, of 4.2 times the estimated annual Revenue and (2) the Tax Liability Charge. For all construction beyond the allowances specified in this tariff, the Individual or Customer or Developer will be required to contribute the excess costs.

- D. Taxes The Company may be subject to tax liabilities on any contributions-in-aid-of-construction or material and labor supplied by the Individual Customer or Developer pursuant to the IRS Tax Code revision of 1986. This Tax Liability Charge, if any, shall be paid in full by the Customer prior to the start of any construction.
- E. Method of Payment The Contribution, shall be paid to the Company in good funds, in full and in advance of construction work to be performed by the Company.
- F. Refunds The Customer has the option to request the Company to perform a one-time recalculation of the Contribution using 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 one to three years after commencement of delivery of electricity. In no event shall the aggregate amount of any such refund to the Customer exceed the amount of the Contribution. In addition, the Company shall no pay interest on any Contribution, whether or not subsequently refunded to the Customer.

VI. Construction Moratorium

The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

VII. <u>Line Extension Agreement</u>

The Company may require the Individual Customer or Developer 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 of the Line Extension, 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 the appropriate rights, permits and easements cannot be obtained or if applicable laws, regulations, codes, bylaws, ordinances and utility standards cannot be satisfied.

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Eastern Massachusetts Towns

Greater Boston Service Area		Cambridge Service	South Shore, Cape Cod & Martha's	
		Area	Vineyard Service Area	
Acton	Millis	Cambridge	Acushnet	Marshfield
Arlington	Milton		Aquinnah	Mashpee
Ashland	Natick		Barnstable	Mattapoisett
Bedford	Needham		Bourne	New Bedford
Bellingham	Newton		Brewster	Oak Bluffs
Boston	Norfolk		Carver	Orleans
Brookline	Sharon		Chatham	Pembroke
				(East of Route 3)
Burlington	Sherborn		Chilmark	Plymouth
Canton	Somerville		Dartmouth	Plympton
Carlisle	Stoneham		Dennis	Provincetown
Chelsea	Sudbury		Duxbury	Rochester
Dedham	Walpole		Eastham	Sandwich
Dover	Waltham		Edgartown	Scituate
				(Humarock Section)
Framingham	Watertown		Fairhaven	Tisbury
Holliston	Wayland		Falmouth	Truro
Hopkinton	Weston		Freetown	Wareham
Lexington	Westwood			Wellfleet
Lincoln	Winchester		Harwich	Westport
				(Eastern Peninsula)
Maynard	Woburn		Kingston	West Tisbury
Medfield			Lakeville (part)	Yarmouth
Medway			Marion	

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Western Massachusetts Towns

Adams Hadley Savoy Agawam Hancock Shelburne Amherst Hatfield Shutesbury Ashfield Hinsdale South Hadley **Becket** Holyoke Southampton Belchertown Huntington Southwick Lanesborough Springfield Bernardston Blandford Sunderland Lenox Buckland Leverett Tolland Cheshire Leyden **Tyringham** Chester Ludlow Washington Chesterfield Middlefield West Springfield Westfield Chicopee Montague Colrain Montgomery Westhampton Whately Conway New Ashford Cummington Northampton Wilbraham Dalton Northfield Windsor Deerfield Otis Worthington Longmeadow Pelham East Longmeadow Peru Easthampton Pittsfield Erving Plainfield Gill Richmond Granville Russell Greenfield Sandisfield

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EASTERN MASSACHUSETTS

TERMS AND CONDITIONS – COMPETITIVE SUPPLIERS AND COMPETITIVE REA SUPPLIERS

1. Applicability

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

"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.

"Company" shall mean NSTAR Electric Company d/b/a Eversource Energy, 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.

"Competitive Renewable Energy Attribute ("REA") Supplier" shall mean an entity licensed by the M.D.P.U. to sell Renewable Energy Attributes to retail Customers in Massachusetts, with the following

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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 REA Supplier may be licensed by the M.D.P.U. as an Electricity Broker for purposes of these Terms and Conditions.

"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.

"DOER" shall mean the Massachusetts Department of Energy Resources.

"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 to a Customer by a Competitive Supplier, including capacity and ancillary services such as the provision of reserves and all other services relating to generation required by ISO-NE, and retail offerings that utilize renewable energy certificates or represent alternative compliance payments that are bundled with generation, provided that such products can be billed using the

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Standard Complete Billing Service platform.

"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.

"Municipal Aggregation Program" shall refer to a program implemented by a municipality, or group of municipalities, authorized by M.G.L. c. 164, § 134 to aggregate the electrical load of interested electricity customers within its boundaries, pursuant to a municipal aggregation plan approved by the Department of Public Utilities.

"Municipal Aggregator" shall refer to a municipality, group of municipalities, or their authorized agent, operating a Municipal Aggregation Program, as defined herein, approved by the 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.

"Renewable Energy Attribute" shall be defined pursuant to 225 C.M.R. § 14.00 et seq., as established and administered by the DOER pursuant to M.G.L. c. 25A, § 11F.

"REA Service" shall mean the sale of REAs to a Customer by a Competitive REA Supplier.

"Terms and Conditions" shall mean these Terms and Conditions for Competitive Suppliers.

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3. Obligations of Parties

3A. <u>Customer</u>

A Customer shall notify the Distribution Company if the Customer chooses to not have their customer information shared with Competitive Suppliers and/or Competitive REA Suppliers, pursuant to D.T.E. 01-54-A; provided that the Distribution Company may not withhold such customer information from a Municipal Aggregator operating a Municipal Aggregation Program serving the municipality or group of municipalities in which the Customer takes Basic Service.

A Customer shall select one Competitive Supplier or one Competitive REA 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, in the context of service being provided by a Competitive Supplier, and (2) providing billing services. The Customer must provide the selected Competitive Supplier and/or Competitive REA Supplier with the information necessary to allow the Competitive Supplier to initiate Generation Service, or the Competitive REA Supplier to initiate REA Service, in accordance with Section 5A, below. A Customer may choose only a Competitive Supplier or Competitive REA Supplier that is licensed by the M.D.P.U.

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 from Generation Service; provided, however, that when a Customer changes from a Competitive Supplier to Basic Service, unless the Customer or the Customer's applicable Competitive Supplier can demonstrate to the Company's reasonable satisfaction that the Customer has been placed on Basic Service upon the expiration of a contract with such Competitive Supplier, the Customer is not permitted to return to the same Competitive Supplier for a period of six (6) months from the effective date of the change. Customers are permitted to switch from Basic Service to a different Competitive Supplier who has not supplied the Customer with Generation Service in the same six (6) month period.

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

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3B. <u>Distribution Company</u>

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, or Competitive REA Supplier, for REA Service, as appropriate, in accordance with Section 8B.6 below;
- (4) Respond to service interruptions or power quality problems;
- (5) Handle connections and terminations;
- (6) Release Customer information, pursuant to D.T.E. 01-54-A, to Competitive Suppliers and/or Competitive REA Suppliers unless the Customer has requested not to share such information pursuant to Section 3A of this tariff;
- (7) For Customers taking Basic Service, release Customer information (name, account number, service address, billing address, rate class, cycle number, service number, customer identifier, meter volt indicator and usage information) to a Municipal Aggregator operating a Municipal Aggregation Program serving the municipality or group of municipalities in which the Customer takes Basic Service;
- (8) Read meters;
- (9) Submit bills to Customers for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service, or Competitive REA Supplier, for REA Service, as appropriate, in accordance with Section 8B below;
- (10) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service, or Competitive REA Supplier, for REA Service, as

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appropriate, in accordance with Section 8B.6 below;

- (11) Answer general questions about Distribution Service;
- (12) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section 9 below;
- (13) Process the electronic business transactions submitted by Competitive Suppliers or Competitive REA Suppliers, and send the necessary electronic business transactions to such Suppliers, as appropriate, in accordance with Section 5, below, and the rules and procedures set forth in the EBT Working Group Report;
- (14) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet website or by alternate electronic means;
- (15) Provide Basic Service to Customers in accordance with the Company's tariff.
- (16) 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

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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.

3D. <u>Competitive REA Suppliers</u>

- 1. Each Competitive REA Supplier must meet the registration and licensing requirements established by law or regulation in 220 C.M.R. § 11.05.
- 2. A Competitive REA Supplier shall be required to complete testing of the transactions based in the EBT Working Group Report prior to the initiation of service to any Customer in the

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Company's service territory. Such testing shall be based on the rules and procedures set forth in the Report.

- 3. Each Competitive REA 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 service to any Customer in the Company's service territory.
- 4. A Competitive REA 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.
- 5. A Competitive REA 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 REA 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 REA 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.
- 4. <u>Customer Usage Information to be Made Available to Competitive Suppliers and Competitive REA Suppliers</u>

The Company shall be required to provide twelve months' of a Customer's historic usage data to a Competitive Supplier or Competitive REA Supplier, provided that the Competitive Supplier or Competitive REA Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3C.7 for Competitive Suppliers or Section 3D.5 for Competitive REA Suppliers, 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

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shall be provided pursuant to the requirements set forth in St. 1997, c.164, § 193 (G.L. c. 164, § 1F(9)).

5. <u>Initiation and Termination of Service</u>

5A. Initiation of 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. To initiate REA Service to a Customer, the Competitive REA Supplier shall submit an "enroll Customer" transaction to the Company, based on the rules and procedures set forth in the EBT Working Group Report. Generation Service or REA Service, as appropriate, 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 Supplier has not submitted the enrollment transaction at least two days before the meter read date, Generation Service or REA Service, as appropriate, shall commence on the date of the Customer's subsequent scheduled meter read.

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

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

If a Competitive REA Supplier submits an enrollment transaction for a given Customer when that Customer is enrolled in Competitive Generation, the REA Service transaction shall be rejected.

If a Competitive Supplier submits an enrollment transaction for a given Customer when that

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Customer is enrolled in Competitive REA Service, the Competitive Supplier transaction shall be rejected.

5B. Termination of 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. To terminate REA Service with a Customer, a Competitive REA Supplier shall submit a "supplier drops Customer" transaction, based on the rules and procedures set forth in the EBT Working Group Report. Generation Service and/or REA Service, as appropriate, shall be terminated on the date of the Customer's next scheduled meter read, provided that the Competitive Supplier or Competitive REA 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 or Competitive REA Supplier has not submitted this transaction at least two days before the meter read date, Generation Service or REA Service, as appropriate, 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 or Competitive REA Supplier, as appropriate, in accordance with the rules and procedures set forth in the EBT Working Group Report.

To terminate Generation Service with a Competitive Supplier or REA Service with a Competitive REA Supplier, a Customer shall so inform the Distribution Company or (1) Competitive Supplier or (2) REA Supplier, as appropriate. In the event that the Customer informs the Distribution Company directly, Generation Service or REA Service, as appropriate, shall be terminated within two business days for residential Customers; for other Customers, Generation Service or REA 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 or Competitive REA Supplier, as appropriate, in accordance with the rules and procedures set forth in the EBT Working Group Report. In the event that the Customer informs the Competitive Supplier, the 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 the event that the Customer informs the Competitive REA Supplier, the Supplier shall send a "supplier drops Customer" transaction to the Distribution Company based on 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

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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.

In those instances when a Customer who is receiving REA Service from an existing Competitive REA Supplier initiates such service with a new Competitive REA Supplier, the Distribution Company shall send the existing Competitive REA 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: (1) Generation Service with his/her existing Competitive Supplier; or (2) REA Service with his/her existing Competitive REA Supplier. Upon such notification, the Distribution Company shall send a "Customer move" transaction to the Competitive Suppliers or Competitive REA Supplier, as appropriate, 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.

In those instances when a Customer served by a Competitive REA Supplier moves into a Distribution Company's service territory, the Customer's existing Competitive REA Supplier must submit an "enroll Customer" transaction to the new Distribution Company in order to initiate REA Service.

5D. Other Provisions

Distribution Companies and 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 or Competitive

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REA Supplier, as appropriate, 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 or Competitive REA Suppliers for processing the transactions described above, as approved by the M.D.P.U. These fees are included in Appendix A.

6. <u>Distribution Service Interruption</u>

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 practices.

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. <u>Disconnection of Service</u>

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 or Competitive REA Supplier of record, as appropriate, 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.

With regard to Competitive REA Supplier Customers, once disconnection occurs, the provision of REA Service to the Customer is no longer the obligation of the Competitive REA Supplier. The

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Company shall not be liable for any revenue losses to the Competitive REA Supplier as a result of any such disconnection.

7. Metering

7A. <u>Meter Reading</u>

The Company shall meter each Customer in accordance with tariff provisions. Upon request by a Competitive Supplier and/or Competitive REA Supplier, as appropriate, 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 a 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. <u>Billing</u>

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 or REA Service from a Competitive REA Supplier: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service. The Competitive Supplier or Competitive REA Supplier, as appropriate, shall inform the Distribution Company of the

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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. A Competitive REA Supplier shall be responsible for separately billing Customers for the cost of REA Service provided by the Competitive REA Supplier and for the collection of amounts due to the Competitive REA Supplier from the Customer.

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

8B. Standard Complete Billing Service and Purchase of Receivables Program

1. Eligibility for Purchase of Receivables ("POR") Program

Competitive Suppliers that choose the Standard Complete Billing service, either for all or a portion of their customer accounts in a class ("Participating Competitive Suppliers"), will be required to sell their accounts receivable to the Company relating to Generation Service for those customers for whom the Company issues a Standard Complete Bill.

2. <u>Billing Procedure</u>

The Company shall issue a single bill for electric service or for Basic Service and REA Service, as appropriate to each Customer. If a Competitive REA Supplier requests Standard Complete Billing Service to the Company's Basic Service customers only, the Company shall accommodate changes to the billing system necessary to provide such service, if reasonably possible, at the Competitive REA Supplier's expense. The costs of making the designated changes shall be quoted by the Company to the Competitive REA Supplier prior to the start of programming.

The Company shall use the rates supplied by the Competitive Supplier or

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Competitive REA Supplier to calculate the Competitive Supplier or Competitive REA 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 or Competitive REA Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

The Company shall send a "payment/adjustment" transaction to the Competitive Supplier or Competitive REA Supplier in accordance with rules and procedures set forth in the EBT Working Group, or in accordance with a negotiated, uniform set of rules and procedures that apply to all Competitive Suppliers participating in the Company's POR program. Customer revenue due to the Competitive Supplier or Competitive REA Supplier shall be transferred to the Competitive Supplier or Competitive REA Supplier in accordance with the service contract entered into by the Competitive Supplier or Competitive REA Supplier and the Company.

Customer revenue due to the Competitive Supplier shall be calculated in the manner described in paragraph 8B.2b, below.

The following payment allocation between the Company and Competitive REA Suppliers shall apply if a Customer pays the Company less than the full amount billed. The payment shall first be allocated to Distribution Service prior balance and REA Service prior balance in proportion to the percentage of the combined prior balances represented by each charge.

Any remaining payment shall be allocated to Distribution Service and REA Service current charges in proportion to the percentage of the combined current charges represented by each charge.

a. <u>Timing of Payment to Competitive Suppliers</u>

The payment to Competitive Suppliers of the amounts computed in accordance with the provisions of paragraph 8B.2.b, below, shall be made consistent with the average payment period of the relevant Customer Class.

Unless otherwise ordered by the MDPU, the average payment period shall be based on actual historical data for the most recent 12-month period for which data is available in the relevant classification, or other appropriate period, as approved by the MDPU. On or about March 15 of each year, the Company shall file with the MDPU data on the average

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historical payment period that will be in place for the subsequent year beginning May 1. The Standard Complete Billing Percentage computed in accordance with the provisions of paragraph 8B.2.b, below, will remain in effect for the entire year, unless otherwise approved by the MDPU.

b. Amount of Payment to Competitive Suppliers

The Company shall pay the Competitive Supplier the full amounts due from Customers for Generation Service, less the Standard Complete Billing Percentage as defined below. For any customer that has elected Budget Billing, the full amounts due for Generation Service shall be based on the customer's actual usage, rather than the amount the customer is billed under the Company's Budget Billing Program. In all other instances, the full amounts due for Generation Service shall be based on the amount actually billed to the customer.

On or about March 15 of each year, the Company shall file with the MDPU the said percentages that will be in place for the subsequent year beginning May 1. The percentages will remain in effect for the entire year unless otherwise approved by the MDPU. The percentages shall be computed in accordance with the following formula:

 $SCBP_{CC} = UP_{CC} + ACP_{CC} + PPRP_{CC}$

Where

 $UP_{CC} =$

CC = The Customer Class defined as Customers in a rate class or classes as designated by the Company and approved by the MDPU.

SCBP_{CC} = Standard Complete Billing Percentage for the Customer Class to be deducted from the full amounts due for Generation Service.

Uncollectible Percentage is the uncollectible expense for the participating Customer Class, exclusive of uncollectible expenses for existing receivables described in section 8B.3.b, based on actual data for the most recent period for which data is available prior to the annual filing (or other appropriate period approved by the MDPU), divided by the total amounts billed by the Company, including late payment fees if included in uncollectible expense, to that participating Customer Class for the same period. The period to be used for purposes of calculating the Uncollectible

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Percentage shall be the same period the Company uses for calculating its uncollectible costs associated with the amounts the Company bills for Basic Service supply.

During the first year of program operation, the Uncollectible Percentage is the uncollectible expense for the participating Customer Class based on actual data, excluding uncollectible expenses related to amounts billed by the Company for Generation Service purchased from Competitive Suppliers, divided by the total amounts billed by the Company, including late payment fees if included in uncollectible expense and excluding amounts billed by the Company for Generation Service purchased from Competitive Suppliers, to that participating Customer Class. The period used to calculate the first year Uncollectible Percentage will be the same period as that used/reflected in the calculation of its uncollectible costs associated with the amounts the Company bills for Basic Service supply.

 $ACP_{CC} =$

Administrative Cost Percentage is total forecasted Administrative Costs to be recovered for the subsequent year divided by the total amounts billed for Generation Service by the Company for the most recent 12-month period for which data is available prior to the annual filing.

Administrative Costs shall include the amortization of costs over a period approved by the MDPU directly related to the development and implementation of changes to billing, information and accounting systems directly related to the implementation of the billing procedures necessary to incorporate a Purchase of Receivables program into Standard Complete Billing Service as instituted in accordance with Section 60 of Chapter 169 of the Acts of 2008 and ongoing administrative costs directly associated with providing such Standard Complete Billing Service, to the extent approved by the MDPU.

 $PPRP_{CC} =$

Past Period Reconciliation Percentage for the Customer Class is the sum of the following three percentages:

1) the percentage associated with the difference between estimated

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uncollectible expense reflected in the SCBPcc applied to the full amounts due to Participating Competitive Suppliers for the applicable 12-month period and the actual uncollectible expense incurred over the same 12-month period, calculated as:

- (i) the difference between (a) the uncollectible expenses actually experienced for previous year(s) for Customers in the Customer Class for which the Company actually billed under Standard Complete Billing over the applicable 12-month period, calculated by multiplying the total amounts actually billed to Customers in the Customer Class under Standard Complete Billing over the applicable 12-month period by the actual UPcc for the same twelve month period, and (b) the total amounts actually billed to Customers in the Customer Class under Standard Complete Billing over the applicable 12-month period multiplied by the applicable UPcc from the previous year, plus
- (ii) the difference between (a) the uncollectible expenses actually experienced associated with the purchase of existing receivables from Participating Competitive Suppliers and (b) the total amounts actually deducted from payments to Participating Competitive Suppliers for the purchase of their existing receivables.
- (iii) divided by the total amounts billed to Customers in the Customer Class under Standard Complete Billing for the same 12-month period.
- 2) the difference between (a) the Administrative Costs actually incurred for previous year(s) for Customers in the Customer Class purchasing Generation Service from Competitive Suppliers; and (b) the total amounts actually billed to Customers in the Customer Class for Generation Service purchased from Competitive Suppliers for those years times the applicable ACP_{CC}, divided by the total amounts billed to Customers in the Customer

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Class purchasing Generation Service from Competitive Suppliers by the Company for the most recent 12-month period for which data is available prior to the annual filing.

3) Interest calculated on the average monthly balance of the Past Period Reconciliation using the customer deposit rate in 220 CMR 26.09, divided by the total amounts billed to Customers in the Customer Class for Generation Service purchased from Competitive Suppliers by the Company for the most recent 12-month period for which data is available prior to the annual filing. The rate of interest, effective February 1st of 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.

c. <u>Information Required to be Filed with the MDPU</u>

Information pertaining to the annual filing pursuant to paragraph 8B.2.a, and paragraph 8B.2.b, above, and any other filings to seek changes to the above provisions, shall be fully documented and include updated information relating to preliminary reconciliation data for the year in which the filing is made, with actual reconciliation amounts to be submitted the subsequent year.

3. Implementation of POR Program

a. Effective Date

The Company's POR program shall take effect on September 28, 2014.

b. Existing Receivables

Pursuant to the terms of a service contract applicable to the POR program, the Company shall pay a Participating Competitive Supplier for amounts already existing as outstanding accounts receivables of the Participating Competitive Supplier at the commencement of the Company's POR program. The amounts purchased for the Existing Receivables shall be subject to full reconciliation in accordance with the PPRPcc provision in paragraph 8B.2.b, above.

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4. <u>Security Interests</u>

Pursuant to the terms of a service contract applicable to the POR program, Participating Competitive Suppliers shall grant the Company a first priority perfected security interest in the accounts receivable that the Company will be purchasing through its POR program. A Participating Competitive Supplier shall be authorized by the Company to place a security interest on the accounts receivable from the Company to the Participating Competitive Supplier associated with the purchase by the Company of the Participating Competitive Supplier's accounts receivable.

5. Changes to Rate Classes

If a Competitive Supplier or Competitive REA 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 or Competitive REA Supplier's expense, as appropriate. The costs of making the designated changes shall be quoted by the Company to the Competitive Supplier or Competitive REA Supplier prior to the start of programming.

6. Optional Customer Services

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

7. Summary Billing

The Company may offer a Summary Billing option for Competitive Suppliers or Competitive REA 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.

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8. <u>Existing Fees</u>

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. <u>Definition of Standard Units of Service</u>

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 and/or Competitive REA Suppliers, as appropriate, 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. <u>Determination of Hourly Loads</u>

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.

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- 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. <u>Liability and Indemnification</u>

The liability of the Competitive Supplier or Competitive REA Supplier to the Customer shall be as set forth in the specific Customer/Competitive Supplier or Customer/Competitive REA Supplier Contracts, as appropriate.

Except as provided in § 9E of the Model Terms and Conditions, the Company and the Competitive Supplier, or the Competitive REA Supplier, as appropriate, shall indemnify and hold the other and their respective

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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 or Competitive REA Supplier, as appropriate, 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.

11.A Competitive Supplier and Competitive REA Supplier Obligations

- 1. A Competitive Supplier or Competitive REA Supplier, as appropriate, may choose to have the Company provide customers with information on its current Electric Offers. If it so chooses, the Competitive Supplier or Competitive REA Supplier, as appropriate, shall comply with the provisions of this section. Nothing in this section shall prevent a Competitive Supplier or Competitive REA Supplier, as appropriate, from making offers available to customers outside of the provisions of this section.
- 2. A Competitive Supplier or Competitive REA 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 or Competitive REA Supplier's customer service center and the Competitive Supplier's or Competitive REA Supplier's website address.
- 3. For dissemination of the Competitive Supplier's or Competitive REA Supplier's offer information on the Company's website, a Competitive Supplier or Competitive REA Supplier, as appropriate, shall notify the Company in writing electronically by the fifth day before the end of each month of the Competitive

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Supplier's or Competitive REA 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 or Competitive REA Supplier's Electric Offers from the prior month.

- a. For dissemination of the Competitive Supplier's or Competitive REA Supplier's offer information by bill insert, a Competitive Supplier or Competitive REA Supplier shall notify the Company in writing electronically by the first day of the month preceding the Bill Insert Month.
- 4. A Competitive Supplier or Competitive REA 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 or Competitive REA Supplier shall respond to Customers' inquiries regarding the provision of Generation Service or REA Service, as appropriate, that the Customers receive through the Competitive Supplier's or Competitive REA Supplier's Electric Offers.
- 6. A Competitive Supplier or Competitive REA 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 or Competitive REA 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.

11.B. <u>Company Obligations</u>

- 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 Competitive REA

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Suppliers, and contact information for each Competitive Supplier and Competitive REA Supplier, including the telephone number and e-mail address of the Competitive Supplier's and Competitive REA Supplier's customer service center and a live link to the Competitive Supplier's and Competitive REA 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 and Competitive REA 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 and Competitive REA 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 and Competitive REA Supplier webpage described above. By November 1st of each year, the Company shall provide the Competitive Suppliers and Competitive REA 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 when there is no bill insert, the Company shall include on residential and small commercial Customer bills a brief statement that competitive supply and competitive REA supply offers are available, and provide the telephone number and website address for the webpage containing the Competitive Supplier and Competitive REA Supplier information.

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11.C <u>Fees</u>

The Company may charge a fee to participating Competitive Suppliers and Competitive REA 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. These fees are set forth in Appendix A.

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APPENDIX A

SCHEDULE OF FEES AND CHARGES

The following fees and charges shall be a part of the Terms and Conditions for Competitive Suppliers or Competitive REA Suppliers, as appropriate, in accordance with order D.P.U. 17-05 issued by the Department of Public Utilities ("M.D.P.U."), which may be updated annually, subject to the approval of the M.D.P.U.

1. Pursuant to Section 11 of the Terms and Conditions for Competitive Suppliers and Competitive REA Suppliers, the Company may assess the following charges to Competitive Suppliers and Competitive REA Suppliers requesting such additional services relating to the provision of Electric Offers:

1A. Administrative Fee

The Company will assess an Administrative Fee of \$20,563 per month. This fee will be allocated equally to each Competitive Supplier and Competitive REA 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.

1B. <u>Bill Insert Charge</u>

The Company will assess a Bill Insert Charge for the design, printing, shipping and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one Competitive Supplier or Competitive REA Supplier. The Bill Insert Charge will range from \$49,276 for a single pane insert to \$79,276 for a triple pane insert. 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.

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1C. Additional Postage Charge

In the event that the bill inserts supplied to customers pursuant to Section 11.B.6 of the Terms and Conditions for Competitive Suppliers and Competitive REA Suppliers 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 based on the currently effective postage charge as set by the U.S. Postal Service. 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.

2. Pursuant to Section 8B and 8D of the Terms and Conditions for Competitive Suppliers and Competitive REA Suppliers, the Company may assess the following charges to Competitive REA Suppliers:

2A. One-time Billing System Conversion Costs

Competitive REA Supplier(s) requesting Standard Complete Billing Service shall be liable for the costs the Company shall incur to accommodate changes to the Company's billing system necessary to provide such service. The costs of making the designated changes shall be quoted by the Company to the Competitive REA Supplier(s) prior to the start of programming.

2B. Bill Insert Charge

The Company will assess a Bill Insert Charge for the design, printing, shipping and insertion of a bill insert in its bills issued during a billing cycle on behalf of one or more than one Competitive REA Supplier. Charges as are specified in Sections 1B and 1C of this Appendix, above, shall apply.

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1. <u>Applicability</u>

- 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 performing 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.

"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. "Company" shall mean NSTAR Electric Company d/b/a Eversource Energy, a Distribution Company.

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"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.

"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. The enrollment period commences two business

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days prior to the Customer's schedule cycle meter-read date and ends two business days prior to the Customer's next scheduled cycle meter- read date.

"Generation Service" shall mean the sale of electricity to a Customer by a Competitive Supplier, including capacity and ancillary services such as the provision of reserves and all other services relating to generation required by ISO-NE, and retail offerings that utilize renewable energy certificates or represent alternative compliance payments that are bundled with generation, provided that such products can be billed using the Standard Complete Billing Service platform.

"ISO-NE" shall mean the Independent System Operator of the New England bulk power system and its successors.

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

"Metering Domains" shall mean connections points created within the ISO-NE settlement power system model that facilitate the calculation of the unmetered load asset value to ensure all generation and load is accounted for in the New England control area.

"Municipal Aggregation Program" shall refer to a program implemented by a municipality, or group of municipalities, authorized by M.G.L. c. 164, § 134 to aggregate the electrical load of interested electricity customers within its boundaries, pursuant to a municipal aggregation plan approved by the Department of Public Utilities.

"Municipal Aggregator" shall refer to a municipality, group of municipalities, or their authorized agent, operating a Municipal Aggregation Program, as defined herein, approved by the Department of Public Utilities.

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

"NEPOOL PTF" shall have the meaning set forth in Section II.49 of ISO-NE's Open Access Transmission

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Tariff-FERC Electric Tariff No. 3, as it may be amended or supplemented from time to time.

"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. <u>Obligations of Parties</u>

3A. <u>Customer</u>

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.

A Customer shall notify the Distribution Company if the Customer chooses to not have their customer information shared with Competitive Suppliers and/or Competitive REA Suppliers, pursuant to D.T.E. 01-54-A; provided that the Distribution Company may not withhold such customer information from a Municipal Aggregator operating a Municipal Aggregation Program serving the municipality or group of municipalities in which the Customer takes Basic Service.

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3B. <u>Distribution Company</u>

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; i.e. physically connect or disconnect the meter
- (6) Release Customer information, pursuant to D.T.E. 01-54-A, to Competitive Suppliers and/or Competitive REA Suppliers unless the Customer has requested not to share such information pursuant to Section 3A of this tariff;
- (7) For Customers taking Basic Service, release Customer information (name, account number, service address, billing address, rate class, cycle number, service number, customer identifier, meter volt indicator and usage information) to a Municipal Aggregator operating a Municipal Aggregation Program serving the municipality or group of municipalities in which the Customer takes Basic Service;

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- (8) Read meters;
- (9) Submit bills to Customers for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B below;
- (10) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B.3 below;
- (11) Answer general questions about Distribution Service;
- (12) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section 9 below;
- (13) 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;
- (14) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet website or by alternate electronic means; and
- (15) Provide Basic Service to Customers in accordance with the Company's tariff; and
- (16) 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. <u>Competitive Supplier</u>
- 1. Each Competitive Supplier must meet the registration and licensing requirements

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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, including all necessary reserves, backup and ancillary services, in accordance with all applicable rules and regulations of NEPOOL and ISO-NE.
- 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.

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- 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. <u>Customer Usage Information to be Made Available to Competitive Suppliers</u>

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)).

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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 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 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. <u>Termination of Generation Service</u>

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.

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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 the Customer informs the Competitive Supplier, the Supplier shall send a "supplier drops customer" 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. <u>Customer Enrollment and Termination Errors</u>

The Company will process customer enrollments and terminations in accordance with Section 5A and 5B of this document. The Company has a systemin place of checks and balances to minimize any oversights. In the event a Competitive Supplier enrollment or termination is overlooked by either the Customer Service System or manually by a Company representative, it is the sole responsibility of the Competitive Supplier to notify the Company of this error within sixty days of the enrollment or termination effective date and the Company shall have no liability to the Competitive Supplier and/or the Customer for costs, expenses and losses resulting from any such error.

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5D. 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.

5E. Other Provisions

Distribution Companies and 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.

5F. 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.

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6. <u>Distribution Service Interruption</u>

6A. <u>Planned Outages</u>

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 practices.

6B. <u>Unplanned Outages</u>

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. <u>Disconnection of Service</u>

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

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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. No Customer nor Competitive Supplier shall attach any type of external device to any Company meter, even if there is no impact to the functions of the meter.

8. <u>Billing</u>

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.

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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 and Purchase of Receivables Program

1. Eligibility for Purchase of Receivables ("POR") Program

Competitive Suppliers that choose the Standard Complete Billing service, either for all or a portion of their customer accounts in a class ("Participating Competitive Suppliers"), will be required to sell their accounts receivable to the Company relating to Generation Service for those customers for whom the Company issues a Standard Complete Bill.

2. 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.

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The Company shall send a "payment/adjustment" detail spreadsheet on a monthly basis once the funds have been sent to the Competitive Supplier in accordance with the rules and procedures set forth in the EBT Working Group Report, or in accordance with a negotiated, uniform set of rules and procedures that apply to all Competitive Suppliers participating in the Company's POR program. Customer revenue due to 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, calculated in the manner described in paragraph 8B.2.b, below.

a. Timing of Payment to Competitive Suppliers

The payment to Competitive Suppliers of the amounts computed in accordance with the provisions of paragraph 8B.2b, below, shall be made monthly consistent with the combined average payment period of the Company's Customer Classes.

Unless otherwise ordered by the MDPU, the average payment period shall be based on actual historical data for the most recent 12-month period for which data is available in the relevant classification, or other appropriate period, as approved by the MDPU. On or about March 15th of each year, the Company shall file with the MDPU data on the average historical payment period that will be in place the subsequent year beginning May 1st. The Standard Complete Billing Percentage computed in accordance with the provisions of paragraph 8B.2.b, below, will remain in effect for the entire year, unless otherwise approved by the MDPU.

b. Amount of Payment to Competitive Suppliers

The Company shall pay the Competitive Supplier the full amounts due from Customer for Generation Service, less the Standard Complete Billing Percentage as defined below. For any customer that has elected Budget Billing, the full amounts due for Generation Service shall be based on the customer's actual usage, rather than the amount the customer is billed under the Company's Budget Billing Program. In

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all other instances, the full amounts due for Generation Service shall be based on the amount actually billed to the customer.

On or about March15th of each year, the Company shall file with the MDPU the said percentages that will be in place for the subsequent year beginning May 1st. The percentages will remain in effect for the entire year unless otherwise approved by the MDPU. The percentages shall be computed in accordance with the following formula:

SCBPcc = UPcc + ACPcc + PPRPcc

Where

CC = The Customer Class defined as Customers in a rate class or classes as designated by the Company and approved by the MDPU.

SCBPcc = Standard Complete Billing Percentage for the Customer Class to be deducted from the full amounts due for Generation Service.

UPcc = Uncollectible Percentage is the uncollectible expense for the participating Customer Class, exclusive of uncollectible expenses for existing receivables described in section 8B.3.b, based on actual data for the most recent period for which data is available prior to the annual filing (or other appropriate period approved by the MDPU), divided by the total amounts billed by the Company, including late payment fees if included in uncollectible expense, to that participating Customer Class for the same period. The period to be used for purposes of calculating the Uncollectible Percentage shall be the same period the Company uses for calculating its uncollectible costs associated with the amounts the Company bills for Basic Service supply.

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During the first year of program operation, the Uncollectible Percentage is the uncollectible expense for the participating Customer Class based on actual data, excluding uncollectible expenses related to amounts billed by the Company for Generation Service purchased from Competitive Suppliers, divided by the total amounts billed by the Company, including late payment fees if included in uncollectible expense and excluding amounts billed by the Company for Generation Service purchased from Competitive Suppliers, to that participating Customer Class. The period used to calculate the first year Uncollectible Percentage will be the same period as that used/reflected in the calculation of its uncollectible costs associated with the amounts the Company bills for Basic Service supply.

ACPcc = Administrative Cost Percentage is total forecasted Administrative Costs to be recovered for the subsequent year divided by the total amounts billed for Generation Service by the Company for the most recent 12-month period for which data is available prior to the annual filing.

Administrative Costs shall include the amortization of costs over a period approved by the MDPU directly related to the development and implementation of changes to billing, information and accounting systems directly related to the implementation of the billing procedures necessary to incorporate a Purchase of Receivables program into Standard Complete Billing Service as instituted in accordance with Section 60 of Chapter 169 of the Acts of 2008 and ongoing administrative costs directly associated with providing such Standard Complete Billing Service, to the extent approved by the MDPU.

PPRPcc = Past Period Reconciliation Percentage for the Customer Class is the sum of the following three percentages:

1) the percentage associated with the difference between estimated uncollectible expense reflected in the SCBPcc applied to the full amounts due to Participating Competitive Suppliers for the applicable 12-month period and the actual

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uncollectible expense incurred over the same 12-month period, calculated as:

- (i) the difference between (a) the uncollectible expenses actually experienced for previous year(s) for Customers in the Customer Class for which the Company actually billed under Standard Complete Billing over the applicable 12-month period, calculated by multiplying the total amounts actually billed to Customers in the Customer Class under Standard Complete Billing over the applicable 12-month period by the actual UPCC for the same twelve month period, and (b) the total amounts actually billed to Customers in the Customer Class under Standard Complete Billing over the applicable 12-month period multiplied by the applicable UPCC from the previous year, plus
- (ii) the difference between (a) the uncollectible expenses actually experienced associated with the purchase of existing receivables from Participating Competitive Suppliers and (b) the total amounts actually deducted from payments to Participating Competitive Suppliers for the purchase of their existing receivables.
- (iii) divided by the total amounts billed to Customers in the Customer Class under Standard Complete Billing for the same 12-month period.
- 2) the difference between (a) the Administrative Costs actually incurred for previous year(s) for Customers in the Customer Class purchasing Generation Service from Competitive Suppliers; and (b) the total amounts actually billed to Customers in the Customer Class for Generation Service purchased from Competitive Suppliers for those years times the applicable ACPcc, divided by the total amounts billed to Customers in the Customer Class purchasing Generation Service from Competitive

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Suppliers by the Company for the most recent 12-month period for which data is available prior to the annual filing.

- 3) Interest calculated on the average monthly balance of the Past Period Reconciliation using the customer deposit rate in 220 CMR 26.09, divided by the total amounts billed to Customers in the Customer Class for Generation Service purchased from Competitive Suppliers by the Company for the most recent 12-month period for which data is available prior to the annual filing. The rate of interest, effective February 1st of 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.
- c. Information Required to be Filed with the MDPU

Information pertaining to the annual filing pursuant to paragraph 8B.2.a, and paragraph 8B.2.b, above, and any other filings to seek changes to the above provisions, shall be fully documented and include updated information relating to preliminary reconciliation data for the year in which the filing is made, with actual reconciliation amounts to be submitted the subsequent year.

3. Implementation of POR Program

a. Effective Date

The Company's POR program shall take effect upon the following date after MDPU approval of the Company's POR implementation plan: (1) within three (3) months after approval for a Company with an affiliate administering a POR program in another state; and (2) within six (6) months after approval for any other Company.

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b. Existing Receivables

Pursuant to the terms of a service contract applicable to the POR program, the Company shall pay a Participating Competitive Supplier for amounts already existing as outstanding accounts receivables of the Participating Competitive Supplier at the commencement of the Company's POR program. The amounts purchased for the Existing Receivables shall be subject to full reconciliation in accordance with the PPRPcc provision in paragraph 8B.2.b, above.

4. <u>Security Interests</u>

Pursuant to the terms of a service contract applicable to the POR program, Participating Competitive Suppliers shall grant the Company a first priority perfected security interest in the accounts receivable that the Company will be purchasing through its POR program. A Participating Competitive Supplier shall be authorized by the Company to place a security interest on the accounts receivable from the Company to the Participating Competitive Supplier associated with the purchase by the Company of the Participating Competitive Supplier's accounts receivable.

5. Changes to Rate Classes

If a Competitive Supplier requests different customer classes or rate structures Than those that 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.

6. 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

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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.

7. <u>Summary Billing</u>

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.

8. <u>Existing Fees</u>

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. <u>Definition of Standard Units of Service</u>

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.

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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 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:

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- (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 the Model 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

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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. <u>Competitive Supplier Obligations</u>

- 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

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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 inwriting 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. <u>Company Obligations</u>

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.

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- 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. 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. 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.
- 7. Two times per calendar year, if space is available and during those months 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.

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11C. Fees

The Company may charge a fee to participating Competitive Suppliers for the 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.

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APPENDIX A

SCHEDULE OF FEES AND CHARGES

The following fees and charges shall be a part of the Terms and Conditions for Competitive Suppliers, as appropriate, in accordance with order D.P.U. 17-05 of the Department of Public Utilities ("M.D.P.U."), which may be updated annually, subject to the approval of the M.D.P.U.

1. Pursuant to Section 11 of the Terms and Conditions for Competitive Suppliers, the Company may assess the following charges to Competitive Suppliers and Competitive REA Suppliers requesting such additional services relating to the provision of Electric Offers:

1A. Administrative Fee

The Company will assess an Administrative Fee of \$20,563 per month. This fee will be allocated equally to each Competitive 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.

1B. <u>Bill Insert Charge</u>

The Company will assess a Bill Insert Charge for the design, printing, shipping and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one Competitive Supplier. The Bill Insert Charge will range from \$49,276 for a single pane insert to \$79,276 for a triple pane insert. 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

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providing the service.

1C. Additional Postage Charge

In the event that the bill inserts supplied to customers pursuant to Section 11.B.6 of the Terms and Conditions for Competitive Suppliers 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 based on the currently effective postage charge as set by the U.S. Postal Service. 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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TERMS AND CONDITIONS – GREEN OPTIONS SUPPLIERS

1. Applicability

- 1A. The following Terms and Conditions for Western Massachusetts Green Options Suppliers ("WGO Terms and Conditions") shall apply to every licensed Western Massachusetts Green Options Supplier ("WGO Supplier").
- 1B. The Terms and Conditions for Distribution Service ("Distribution Terms and Conditions") of NSTAR Electric Company d/b/a Eversource Energy, as approved by the Massachusetts Department of Public Utilities ("M.D.P.U.") and as may be amended from time to time shall also apply to the service rendered hereunder and such Distribution Terms and Conditions are incorporated by reference herein.
- 1C. These WGO 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 WGO Terms and Conditions and any orders or regulations of the M.D.P.U., said orders or regulations shall govern.
- 1D. No agent or employee of the Company is authorized to modify any provision contained in these WGO Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any modification to these WGO Terms and Conditions or any promise to a customer or WGO Supplier 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.

2. Definitions

"Act" shall mean Section 86 of Chapter 169 of the Acts of 2008.

"Basic Service" shall be 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.

"Business Day" shall mean a day for which commercial banks are open for business in Massachusetts.

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"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Delivery Service at a Customer Delivery Point, is not currently delinquent on any payments owed to the Company and is eligible to receive WGO service as 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" or "Company" shall mean NSTAR Electric Company d/b/a Eversource Energy.

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

"Enrollment Period" shall mean, for a particular Customer, the period of time during which a WGO Supplier may submit an enrollment transaction to a Distribution Company for initiation of WGO Service concurrent with the start of the Customer's next billing cycle. The Enrollment Period commences two business days prior to the Customer's scheduled cycle meter-read date and ends two business days prior to the Customer's next scheduled cycle meter-read date.

"Generation Service Terms and Conditions" shall mean the Company's Western Massachusetts Terms and Conditions for Competitive Suppliers as approved by the M.D.P.U.

"ISO-NE" shall mean the Independent System Operator of the New England bulk power system and its successors.

"M.D.P.U." or "Department" shall mean the Massachusetts Department of Public Utilities.

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

"REC" or "Renewable Energy Certificate" shall mean a certificate conveying all of the renewable and environmental attributes of one megawatt-hour ("MWh") of renewable electric generation.

"RPS" shall mean the Massachusetts Renewable Energy Portfolio Standard, codified at 225 C.M.R. §14.00 and 225 C.M.R. §15.00 as established and administered by the Department of Energy Resources pursuant to M.G.L. c. 25A, §11F, as may be amended from time to time.

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"Service Agreement" shall mean the WGO Supplier Service Agreement which is hereby incorporated by reference into these WGO Terms and Conditions.

"WGO Load" shall mean the monthly total for each WGO option (50% or 100%) for which the WGO Supplier will need to supply RECs. This monthly total shall be based on the individual contributions of each WGO customer served by the WGO Supplier and billed during a calendar month. The individual customer contributions will be based on the customer's billed consumption as determined at the customer meter.

"WGO Program Start Date" shall have the meaning set forth in Section III of the WGO Supplier Service Agreement.

"WGO Service" shall mean a service to provide renewable energy certificates in excess of those required by the renewable portfolio standards provided in the RPS, as such standards may be amended from time to time and in accordance with the Decisions of the M.D.P.U. in D.P.U. 08-54 and the WGO Terms and Conditions.

"WGO Supplier" shall mean an entity licensed by the M.D.P.U to provide REC offerings to customers.

"WGO Terms and Conditions" shall mean these Terms and Conditions for WGO Suppliers.

3. Obligations of Parties

3A. Customer

The Customer shall:

- (1) Provide notification to the Distribution Company requesting protection from unwanted solicitation from WGO Suppliers, if so desired;
- (2) Select no more than one WGO Supplier for each Customer account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Distribution Company (1) determining the WGO Load quantities, and (2) providing billing services;
- (3) Provide the selected WGO Supplier with the information necessary to allow the WGO Supplier to initiate WGO Service, in accordance with Section 4B, below; and

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- (4) Provide authorization for release of historical electric usage to a WGO Supplier in a manner consistent with applicable Massachusetts regulations and requirements for administration of the WGO Terms and Conditions, as determined by the M.D.P.U.
- 3B. Distribution Company

The Company shall:

- (1) Release customer information (name, address, rate class and if available, telephone number) to WGO Suppliers unless the customer has requested protection from unwanted solicitation;
- (2) Provide customer service and support for Delivery Service;
- (3) Respond to service interruptions or power quality problems;
- (4) Handle service connection and service termination; i.e. physically connect or disconnect the meter;
- (5) Read meters;
- (6) Submit bills to Customers reflecting WGO Supplier charges;
- (7) Address billing inquiries and general questions about Delivery Service;
- (8) Process the electronic business transactions submitted by WGO Suppliers, and send the necessary electronic business transactions to WGO Suppliers, in accordance with Section 4, below;
- (9) Print twelve months of historic usage data on customers' bills, in addition to the usage data for the current billing period.
- 3C. WGO Supplier

The WGO Supplier shall:

(1) Be licensed by the Department pursuant to 220 C.M.R. § 11.05 and meet any other applicable registration and licensing requirements established by law or regulation;

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TERMS AND CONDITIONS – GREEN OPTIONS SUPPLIERS

- (2) Offer WGO Service to Customers;
- (3) Contract directly with Customers who choose to purchase WGO Service from WGO Supplier;
- (4) Purchase RECs at such times and in such quantities sufficient to meet the commitments outlined in these WGO Terms and Conditions and the Service Agreement with respect to Customers who receive WGO Service from the WGO Supplier;
- (5) Complete testing of the electronic transactions required to facilitate WGO Service. Such testing shall be in accordance with the rules and procedures set forth by the Company and as outlined in the Electronic Business Transaction Working Group Report on file with the M.D.P.U.;
- (6) Enter into and comply with the provisions of the Service Agreement with the Distribution Company. The Service Agreement must be fully executed prior to the offering of WGO Service to any Customer in the Company's service territory and prior to the marketing of WGO Service to any Customer in the Company's service territory;
- (7) Obtain the necessary authorization from each Customer prior to initiating WGO Service to the Customer;
- (8) Respond to Customer questions related to WGO Supplier's obligation under these WGO Terms and Conditions, the Service Agreement and any related agreements;
- (9) Not require Customers to participate in WGO Service for a fixed term or length of time or to purchase a minimum number of RECs. Upon termination of WGO Service by either Customer or WGO Supplier, WGO Supplier may not assess a termination fee or any other penalty to such Customer;
- (10) Not require Customers receiving WGO Service to post deposits with WGO Supplier or assess Customers any charges, fees or penalties beyond the charges for WGO Service reflected on the billings by the Company to the Customer for WGO Service; and

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4. <u>Customer Usage Information to be Made Available to WGO Suppliers</u>

The Company shall be required to provide twelve months of a Customer's historic usage data to a WGO Supplier, provided that the WGO 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.

5. WGO Service Options: Initiation and Termination of WGO Service

5A. WGO Service Options

The WGO Supplier will be allowed to offer all Customers two product options of WGO Service, (a) the purchase of RECs equal to fifty percent (50%) of billed consumption, and (b) the purchase of RECs equal to one hundred percent (100%) of billed consumption. Charges will be calculated using the price multiplied by the entire billed consumption. The price for the 50% should therefore reflect that it will be multiplied by the entire billed consumption.

5B. <u>Initiation of WGO Service</u>

To initiate WGO Service to a Customer, the WGO Supplier shall submit an "enroll customer" electronic transaction to the Company. The WGO Supplier shall not submit 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 WGO Supplier a "successful enrollment" transaction. WGO Service shall commence on the date of the Customer's next scheduled meter read, provided that the WGO Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the WGO Supplier has not submitted the enrollment transaction at least two days before the meter read date, WGO Service shall commence on the date of the Customer's subsequent scheduled meter read.

If more than one WGO 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.

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5C. Termination of WGO Service

To terminate WGO Service with a Customer, a WGO Supplier shall submit a "supplier drops customer" transaction. WGO Service shall terminate on the date of the customer's next scheduled meter read, provided that the WGO Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the WGO Supplier has not submitted this transaction at least two days before the meter read date, WGO Service shall terminate on the date of the Customer's next subsequent scheduled meter read. The Distribution Company shall send a "confirm drop date" transaction to the WGO Supplier.

To terminate WGO Service with a WGO Supplier, a Customer shall so inform the Distribution Company or WGO Supplier. In the event that the Customer informs the Distribution Company directly, WGO Service shall terminate within two business days for residential customers; for other customers, WGO Service shall terminate on the date of the Customer's next scheduled meter read. The Distribution Company shall send a "customer drops supplier" transaction to the WGO Supplier. In the event that the Customer informs the WGO Supplier, the WGO Supplier shall send a "supplier drops customer" transaction to the Distribution Company within three business days. WGO Service shall terminate on the date indicated in the preceding paragraph for such transactions.

In those instances when a Customer who is receiving WGO Service from an existing WGO Supplier initiates such service with a new WGO Supplier, the Distribution Company shall send the existing WGO Supplier a "customer drops supplier" transaction.

5D. Customer Moves

In those instances when a Customer moves within a Distribution Company's service territory, the Company will transfer the WGO Supplier to the new location. The Company will send the WGO Supplier a "Customer Move" transaction.

A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she does not wish to continue WGO Service with his/her existing WGO Supplier. Upon such notification, the Distribution Company shall send a "customer drops supplier" transaction to the WGO Supplier.

In those instances when a Customer moves into a Distribution Company's service territory, the Customer's existing WGO Supplier must submit an "enroll customer" transaction to the new Distribution Company in order to initiate WGO Service.

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5E. Other Provisions

The Company and WGO Suppliers shall send "change enrollment detail" transactions to change any information included on the "enroll customer" transactions.

If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the WGO Supplier identifying the reason for the rejection.

6. <u>Delivery Service Interruption</u>

6A. <u>Planned Outages</u>

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. <u>Unplanned Outages</u>

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 Emergency Response Plan as approved by the M.D.P.U.

6C. Disconnection of Service

The Distribution Company may disconnect Delivery Service to a Customer in accordance with the provisions set forth in the Distribution Terms and Conditions and 220 C.M.R. 25.00. The Company shall provide electronic notification, using the Customer Usage and Billing Information transaction, to the Customer's WGO Supplier of record, upon final billing to the Customer. Once disconnection occurs, the provision of WGO Service to the Customer shall no longer be the obligation of the WGO Supplier. The Company shall not be liable for any revenue losses to WGO Suppliers as a result of disconnection.

The Customer shall not be subject to disconnections of Distribution Service solely for the nonpayment of WGO Service.

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6D. <u>Interruptible Load</u>

In order to provide greater reliability within the service territory, the Distribution Company shall be entitled to offer interruptible rate options which could qualify for capacity credits at ISO-NE. The Company shall not be liable for any revenue losses to WGO Suppliers as a result of any interruptions.

7. Metering

7A. <u>Meter Reading</u>

The Company shall meter each Customer in accordance with tariff provisions and as outlined in the Distribution Terms and Conditions.

Each Customer shall be metered or its load estimated such that the WGO Loads can be quantified.

7B. Ownership of Metering Equipment

Should a Customer or WGO 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 WGO 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 WGO Supplier. The Company shall bill the Customer or WGO Supplier upon installation.

8. WGO Supplier Purchase Obligations; REC Deficiency

Each WGO Supplier shall be responsible for purchasing sufficient RECs to comply with its agreements with its Customers and the Company, and all applicable regulatory requirements.

8A. <u>Disqualifications in the Event of REC Deficiency</u>

If WGO Supplier commits a material breach of this Section 7 as determined by the M.D.P.U., such WGO Supplier shall be subject to any and all action taken by the M.D.P.U. with respect to such breach, including, but not limited to, loss of license of WGO Supplier to provide WGO Services,

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as determined by the M.D.P.U. In addition, WGO Supplier shall be in default of the Service Agreement, and the Company may take any and all action permitted under the Service Agreement including discontinuing Company's performance of its WGO Service obligations to the breaching WGO Supplier. The Company shall not be liable to the WGO Supplier for any revenue losses or other losses or damages suffered by the WGO Supplier as a result of the WGO Supplier's disqualification or the Company's discontinuance.

8B. Responsibilities for REC Deficiency

The Company shall not be responsible to the Customers, WGO Supplier or any other person or entity for any deficiency between the WGO Supplier's obligations to purchase RECs pursuant to the WGO Terms and Conditions or any other failure by WGO Supplier to perform its obligations pursuant to the Act, the WGO Terms and Conditions and the Service Agreement.

9. Billing

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

The Company shall use the kilowatt hour adder charges supplied by the WGO Supplier to calculate the REC 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 WGO Supplier.

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 Distribution Terms and Conditions, applicable to all Customers.

10. <u>Company Payments to WGO Suppliers</u>

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the WGO Supplier. This transaction will be for notification purposes only. Customer revenue due the WGO Supplier shall be transferred to the WGO Supplier in accordance with the Service Agreement.

If a Customer pays the Company less than the full amount billed, the Company shall first apply the payment to charges for Distribution Service and Generation Service pursuant to billing provisions

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of the Company's Distribution Terms and Conditions and Generation Service Terms and Conditions. The balance, if any, shall be paid to the WGO Supplier.

11. Liability

The Company shall have no liability under any transaction or arrangement by and or between Customers and WGO Suppliers.

The Company endeavors to furnish adequate and reliable service, but does not guarantee continuous service, and it shall not be liable for direct or consequential damages of any kind resulting from any stoppage, interruption, variation or diminution of service caused by the customer's or its supplier's acts or omissions, acts of the public enemy, a state of war, requirements of Federal, State or Municipal authorities, strikes, acts of God or the elements, accidents, operating conditions or contingencies or other causes.

When a part or parts of the interconnected generation, transmission or distribution systems may be threatened by a condition that may affect the integrity of the supply of electric service, or when a condition of actual or threatened shortage of available energy supplies and resources shall exist, the Company may, in its sole judgment, curtail, allocate, or interrupt such service to any customer, customers or electric supplier. Such curtailment, allocation or interruption shall, where possible or practicable, be in accordance with the terms and conditions of any applicable energy emergency or load curtailment plan which shall be on file with the M.D.P.U. or other appropriate state agency from time to time or adopted by energy dispatching and control centers in which the Company is a participant.

The Company does not undertake to regulate the voltage or frequency of its service more closely than is standard commercial practice. If the Customer requires regulation of voltage or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at the Customer's own expense.

The Company cannot be and is not responsible for any loss or damage (direct, indirect, or consequential) to any persons or property resulting in any way from any interruption of service or any change in characteristics of service, regardless of the cause of such interruption or change.

Service is delivered to the Customer at the point where the service connection maintained by the Company terminates. The Company shall not be liable for direct, indirect or consequential damages of any kind, whether resulting from injuries to persons or property or otherwise, arising out of or that may be traceable to trouble or defects in the apparatus, wiring, facilities or equipment

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or to any other cause occurring beyond the point where the service connection of the Company terminates. Liability, if any, for such damages shall be that of the Customer.

12. <u>REC Offer Information</u>

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 REC supply options. The Program shall consist of the Company's communication of REC 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.

12A. WGO Supplier Obligations

- 1. A WGO Supplier may choose to have the Company provide customers with information on its current REC Offers. If it so chooses, the WGO Supplier shall comply with the provisions of this section. Nothing in this section shall prevent a WGO Supplier from making offers available to customers outside of the provisions of this section.
- 2. A WGO Supplier shall notify the Company in writing of its intent to have REC Offer information distributed and shall include in such notification the telephone number and email address of the WGO Supplier's customer service center and the WGO Supplier's website address.
- 3. For dissemination of the WGO Supplier's offer information on the Company's website a WGO Supplier shall notify the Company in writing electronically by the fifth day before the end of each month of the WGO Supplier's REC 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 WGO Supplier's REC Offers from the prior month.
 - a. For dissemination of the WGO Supplier's offer information by bill insert, a WGO Supplier shall notify the Company in writing electronically by the first day of the month preceding the Bill Insert Month.
 - b. The content of bill messages or bill inserts may be negotiated with the Company at the WGO Supplier's expense and are conditional based on bill space and envelope space.

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- 4. A WGO Supplier shall report its REC Offers to the Company pursuant to a format to be determined by the M.D.P.U.
- 5. A WGO Supplier shall respond to Customers' inquiries regarding the provision of RECs that the Customers receive through the WGO Supplier's REC Offers.
- 6. A WGO 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 WGO 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.

12B. Company Obligations

- 1. The Company shall offer to residential and small commercial Customers the option to learn about their REC 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 REC supply options (hereinafter "Interested Customers") to the Company's webpage containing information on the REC Offers available from WGO Suppliers, and contact information for each WGO Supplier, including the telephone number and e-mail address of the WGO Supplier's customer service center and a live link to the WGO 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 WGO 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 WGO Supplier information.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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TERMS AND CONDITIONS - GREEN OPTIONS SUPPLIERS

- 6. By November 1st of every year, the Company shall provide the WGO Suppliers with a list of the Bill Insert Months for the following calendar year. 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 WGO Supplier webpage described above.
- 7. Two times per calendar year, if space is available and during those months when there is no bill insert, the Company shall include on residential and small commercial Customer bills a brief statement that REC supply offers are available, and provide the telephone number and website address for the webpage containing the WGO Supplier information.

13. <u>Service Fees</u>

The Company reserves the right to impose reasonable fees and charges pursuant to the various provisions of these WGO Terms and Conditions. Service charges shall be set forth in Appendix B to the Generation Service Terms and Conditions, as approved by the M.D.P.U.

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<u>RESIDENTIAL</u>

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 in which the principal means of heating the premises is not 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 Public Utilities. 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.

Customers in Western Massachusetts where residential use of electricity constitutes more than 50% of customers' energy use in an outbuilding or farm and such customers initiated service under this rate prior to February 1, 2018 may continue service under this rate.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time Distribution: As per M.D.P.U. No. 1 as in effect from time to time Transition: As per M.D.P.U. No. 1 as in effect from time to time Transmission: As per M.D.P.U. No. 1 as in effect from time to time

Delivery services shall be subject to the M.D.P.U. rates listed above as such rates are in effect from time to time.

Supplier Services: (Optional)

Basic 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 provided above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) the applicable reconnection charge per Appendix A of the Terms and Conditions - Distribution Service.

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RESIDENTIAL

RATE R-1

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment **Energy Efficiency Charge** Renewable Energy Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

FARM DISCOUNT

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.

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RESIDENTIAL ASSISTANCE

RATE R-2

AVAILABILITY

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 in which the principal means of heating the premises is not 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 Public Utilities (the "M.D.P.U.") 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.

Customers in Western Massachusetts where residential use of electricity constitutes more than 50% of customers' energy use in an outbuilding or farm and such customers initiated service under this rate prior to February 1, 2018 may continue service under this rate.

The Company will guarantee the Customer's payment to its designated supplier for generation services in accordance with the regulations established by the Department at 220 C.M.R. 11.05(3)(c).

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time Distribution: As per M.D.P.U. No. 1 as in effect from time to time Transition: As per M.D.P.U. No. 1 as in effect from time to time Transmission: As per M.D.P.U. No. 1 as in effect from time to time

Delivery services shall be subject to the M.D.P.U. rates listed above as such rates are in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge, less the application of the Low Income Discount Adjustment provided under this rate schedule.

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 provided above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2)

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RESIDENTIAL ASSISTANCE

RATE R-2

the applicable reconnection charge per Appendix A of the Terms and Conditions - Distribution Service.

LOW INCOME DISCOUNT ADJUSTMENT

The total amount resulting from the billing of all charges under this rate schedule shall be adjusted by a discount of 36 percent for Customers in Eastern Massachusetts and Western Massachusetts.

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

FARM DISCOUNT

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 200 percent of the federal poverty level based on a household's gross income, or other criteria approved by the Department.
- (2) Customers who qualify for this rate shall be required each year to certify their continuing compliance with the terms hereof.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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RESIDENTIAL ASSISTANCE

RATE R-2

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.

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President Effective: February 1, 2022

M.D.P.U. No. 9E Cancels M.D.P.U. No. 9D

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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 Public Utilities. 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.

Customers in Western Massachusetts where residential use of electricity constitutes more than 50% of customers' energy use in an outbuilding or farm and such customers initiated service under this rate prior to February 1, 2018 may continue service under this rate.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time Distribution: As per M.D.P.U. No. 1 as in effect from time to time Transition: As per M.D.P.U. No. 1 as in effect from time to time Transmission As per M.D.P.U. No. 1 as in effect from time to time

Delivery services shall be subject to the M.D.P.U. rates listed above as such rates are in effect from time to time.

Supplier Services: (Optional)

Basic 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 provided above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) the applicable reconnection charge per Appendix A of the Terms and Conditions - Distribution Service.

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M.D.P.U. No. 9E Cancels M.D.P.U. No. 9D

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RESIDENTIAL SPACE HEATING

RATE R-3

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

FARM DISCOUNT

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.

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M.D.P.U. No. 10D Cancels M.D.P.U. No. 10C

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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 Public Utilities (the "M.D.P.U."). 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.

Customers in Western Massachusetts where residential use of electricity constitutes more than 50% of customers' energy use in an outbuilding or farm and such customers initiated service under this rate prior to February 1, 2018 may continue service under this rate.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time Distribution: As per M.D.P.U. No. 1 as in effect from time to time Transmission: As per M.D.P.U. No. 1 as in effect from time to time As per M.D.P.U. No. 1 as in effect from time to time

Delivery services shall be subject to the M.D.P.U. rates listed above as such rates are in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge, less the application of the Low Income Discount Adjustment provided under this rate schedule.

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 provided above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken,

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RESIDENTIAL SPACE HEATING ASSISTANCE

RATE R-4

and (2) the applicable reconnection charge per Appendix A of the Terms and Conditions - Distribution Service.

LOW INCOME DISCOUNT ADJUSTMENT

The total amount resulting from the billing of all charges under this rate schedule shall be adjusted by a discount of 36 percent for Customers in Eastern Massachusetts and Western Massachusetts.

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge **Energy Efficiency Charge** Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit Grid Modernization Factor Advanced Metering Infrastructure

FARM DISCOUNT

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 200 percent of the federal poverty level based on a household's gross income, or other criteria approved by the M.D.P.U.
- (2) Customers who qualify for this rate shall be required each year to certify their continuing compliance with the terms hereof.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 10D Cancels M.D.P.U. No. 10C

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RESIDENTIAL SPACE HEATING ASSISTANCE

RATE R-4

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.

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M.D.P.U. No. 11E Cancels M.D.P.U. No. 11D

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

AVAILABILITY

This rate is available for all non-residential uses of electricity to all Customers in the Greater Boston service area where the service voltage is less than 14,000 volts and the load for billing purposes does not exceed or is estimated not to exceed 100 kilowatts for 12 consecutive months. Demand meters will be installed for all new Customers regardless of the elected price option. 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. All new customers will be assigned the Non-Demand Price Option unless otherwise requested by the customer. Customers with demand that does not exceed 10 kilowatts for 12 consecutive months may not elect the Demand Price Option.

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 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

Service under this rate schedule is available through a Non-Demand Price Option and a Demand Price Option at the Customer's choice as set forth below.

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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M.D.P.U. No. 11E Cancels M.D.P.U. No. 11D

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment

Basic Service Cost Adjustment

Solar Program Cost Adjustment

Solar Program Cost Adjustment

Transmission Service Cost Adjustment
Renewable Energy Charge

Transmission Cost Adjustment
Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

PRIMARY METERING CREDIT

A credit of two percent of volumetric (per kWh) charges will be made when energy is metered at the nominal voltage of 2,400 volts single phase or 4,160 volts three phase.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 2,400 volts single phase or 4,160 volts three phase.

DETERMINATION OF BILLING DEMAND

The billing demand will be the maximum fifteen-minute demand (either kilowatts or 90 percent of the kilovolt-amperes) as determined by meter during the monthly billing period. Demands established prior to the application of this rate shall be considered as having been established under this rate.

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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

TERMS OF PAYMENT

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

TERM

Service under this rate and the elected price option 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 October 1, 1993.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 12D Cancels M.D.P.U. No. 12C

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA GENERAL

RATE G-2

CANCELLATION SUPPLEMENT

General Rate G-2, M.D.P.U. No. 12D, effective January 1, 2020 is hereby canceled.

Issued by: Craig A. Hallstrom

President

Filed: January 14, 2022

Effective: February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 13E Cancels M.D.P.U. No. 13D

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

AVAILABILITY

Service under this rate is available for all use at a single location in the Greater Boston service area on contiguous private property if service is supplied to the Customer and metered at 14,000 volts nominal or greater and if the Customer furnishes, installs, owns and maintains at his expense all protective devices, transformers and other equipment required by the Company. 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, three-phase alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 14,000 volts or greater.

RATE PER MONTH

Delivery Services:

Customer Charge:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

Transmission:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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M.D.P.U. No. 13E Cancels M.D.P.U. No. 13D

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transition Cost Adjustment

Renewable Energy Charge

Renewable Energy Charge

Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF BILLING DEMAND

The billing demand will be the maximum fifteen-minute demand (either kilowatts or 90 percent of the kilovolt-amperes) as determined by meter during the monthly billing period, except any demand recorded during off-peak hours will be reduced by 70 percent. Demands established prior to the application of this rate shall be considered as having been established under this rate.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

BILLING

In determining if a demand charge reduction is applicable, the following defines the peak and off-peak periods:

- (1) During the months of June through September, the peak period shall be the hours between 9 A.M. and 6 P.M. weekdays. During the months of October through May, the peak period shall be the hours between 8 A.M. and 9 P.M. weekdays.
- (2) All other hours shall be off-peak including twelve Massachusetts holidays as follows:

New Year's Day
Martin L. King Day
President's Day
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

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 October 1, 1993.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 14E Cancels M.D.P.U. No. 14D

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA OPTIONAL TIME OF USE

RATE T-1 (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, this rate is available for all non-residential uses of electricity to Customers in the Greater Boston service area who take all of their electric service through a single meter, subject to the availability of time-of-use meters as determined by the Company. This rate is not available when Customer's load for billing purposes either exceeds or is estimated to exceed 10 kilowatts in any billing month.

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 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:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA OPTIONAL TIME OF USE

RATE T-1 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

BILLING PERIODS

Two daily time periods are included in this rate as follows:

- (1) During the months of June through September, the peak period shall be the hours between 9 A.M. and 6 P.M. weekdays. During the months of October through May, the peak period shall be the hours between 8 A.M. and 9 P.M. weekdays.
- (2) All other hours shall be off-peak including twelve Massachusetts holidays as follows:

New Year's Day
Martin L. King Day
Columbus Day
President's Day
Veteran's Day
Patriot's Day
Memorial Day
Day after Thanksgiving

Independence Day Christmas Day

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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA OPTIONAL TIME OF USE

RATE T-1 (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 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 October 1, 1993.

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M.D.P.U. No. 15F Cancels M.D.P.U. No. 15E

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

AVAILABILITY

Service under this rate is available for all use at a single location in the Greater Boston service area where the service voltage is less than 14,000 volts and the demand is equal to or greater than 100 kilowatts for 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: The Customer Charge shall be based on the maximum monthly

billing demand in the most recent twelve months and will be:

As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time. Transition: As per M.D.P.U. No. 1 as in effect from time to time. Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic 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 provisions:

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Pension Adjustment Mechanism
Net Metering Recovery Surcharge

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Solar Program Cost Adjustment Basic Service Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment **Energy Efficiency Charge** Renewable Energy Charge Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit Grid Modernization Factor

Advanced Metering Infrastructure

PRIMARY METERING CREDIT

A credit of two percent of volumetric (per kWh) charges will be made when energy is metered at the nominal voltage of 2,400 volts single phase or 4,160 volts three phase.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 2,400 volts single phase or 4,160 three phase.

DETERMINATION OF DEMAND

The billing demand will be the maximum fifteen-minute demand (either kilowatts or 90 percent of the kilovolt-amperes) as determined by meter during the monthly billing period, except any demand recorded during off-peak hours will be reduced by 55 percent. Demands established prior to the application of this rate shall be considered as having been established under this rate.

BILLING

In determining if a demand charge reduction is applicable, the following defines the peak and off-peak periods:

- (1) During the months of June through September, the peak period shall be the hours between 9 A.M. and 6 P.M. weekdays. During the months of October through May, the peak period shall be the hours between 8 A.M. and 9 P.M. weekdays.
- (2) All other hours shall be off-peak including twelve Massachusetts holidays as follows:

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

New Year's Day Martin L. King Day President's Day Patriot's Day Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day

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 October 1, 1993.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 16D Cancels M.D.P.U. No. 16C

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MASSACHUSETTS WATER RESOURCES AUTHORITY

RATE WR

AVAILABILITY

Service under this rate is available for electricity supplied and delivered in bulk for the purpose of construction and operation of the Deer Island Treatment Facility from NSTAR Electric's K Street Transmission Station. 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 high tension alternating current, 60 cycles, 3 phase, at 115,000 volts nominal under this rate schedule.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transition Cost Adjustment: (See Special Provisions)

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge or the Distribution Charge, as applicable. See also Special Provision 2 that specifies annual minimum transition charge payments as applicable.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 16D Cancels M.D.P.U. No. 16C

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MASSACHUSETTS WATER RESOURCES AUTHORITY

RATE WR

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Cost Adjustment

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

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

DETERMINATION OF DEMAND

The billing demand will be the maximum fifteen-minute demand (either kilowatts or 90 percent of the kilovolt-amperes) as determined by meter during the monthly billing period, except any demand recorded during off-peak hours will be reduced by 70 percent. Demands established prior to the application of this rate shall be considered as having been established under this rate.

BILLING

In determining if a demand charge reduction is applicable, the following defines the peak and off-peak periods:

(1) During the months of June through September, the peak period shall be the hours between 9 A.M. and 6 P.M. weekdays. During the months of October through May, the peak period shall be the hours between 8 A.M. and 9 P.M. weekdays.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

M.D.P.U. No. 16D Cancels M.D.P.U. No. 16C

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MASSACHUSETTS WATER RESOURCES AUTHORITY

RATE WR

All other hours shall be off-peak including twelve Massachusetts holidays as follows: 2)

> New Year's Day Labor Day Martin L. King Day Columbus Day President's Day Veteran's Dav Patriot's Day Thanksgiving Day Day after Thanksgiving Memorial Day

Independence Day Christmas Day

SPECIAL PROVISIONS

Calculation of Transition Cost Adjustment:

- 1. The Transition Cost Adjustment shall be calculated annually in accordance with the provision of the Settlement Agreement approved in Boston Edison Company, D.T.E. 01-108. The provisions of the Settlement Agreement provide that the Transition Cost Charge Factor results in the payment, under this rate, of an increasing percentage of the Company's annual uniform transition charges over time. For the years 2005 through 2007, a Transition Cost Charge Factor equal to 84.6% will be applied to the uniform transition charge applicable to all Customers in the calendar year as calculated by the Company. For the years 2008 through 2010, a Transition Cost Charge Factor equal to 92.3% will be applied to the uniform transition charge applicable to all Customers in the calendar year as calculated by the Company. Accordingly, the Transition Cost Adjustment is equal to: (a) (the Transition Cost Charge Factor-1) times (b) the uniform transition charge. Beginning on January 1, 2011, the Transition Cost Charge shall be equal to the Uniform Transition Cost Charge applicable to all Customers in the calendar year.
- 2. The Settlement Agreement approved in Boston Edison Company, D.T.E. 01-108 provides for a schedule of annual minimum kilowatt-hour usage levels to be used when calculating the annual transition charge contributions under this rate schedule. Accordingly, the annual minimum usage level shall be 116,000,000 kilowatt-hours applicable to the years 2005 through 2007 and shall be 110,000,000 kilowatt-hours applicable to the years 2008 through 2010.

TERMS OF PAYMENT

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

Issued by: Craig A. Hallstrom Filed: **January 14, 2022**

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 18D Cancels M.D.P.U. No. 18C

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA GENERAL

RATE G-0

CANCELLATION SUPPLEMENT

General Rate G-0, M.D.P.U. No. 18D, effective January 1, 2020 is hereby canceled.

Issued by: Craig A. Hallstrom

President

Filed: January 14, 2022

Effective: February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 19E Cancels M.D.P.U. No. 19D

Page 1 of 2

EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

AVAILABILITY

This rate is available for all non-residential uses of electricity to all Customers in the Cambridge service area where the service voltage is less than 13,800 volts and the demand does not exceed or is estimated not 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 voltages 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 three-phase at approximately 120/208 or 277/480 volts. In addition, the Company will provide service at approximately 575 volts to service locations existing prior to December 1, 1987.

RATE PER MONTH

Delivery Services:

Customer Charge:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

M.D.P.U. No. 19E Cancels M.D.P.U. No. 19D

Page 2 of 2

EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Cost Recovery Adjustment Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge **Energy Efficiency Charge** Solar Expansion Cost Recovery Mechanism Performance Based Revenue Adjustment Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

FARM DISCOUNT RIDER

Grid Modernization Factor

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

Advanced Metering Infrastructure

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 March 1, 1995.

Issued by: Filed: Craig A. Hallstrom **January 14, 2022 February 1, 2022 Effective:**

President

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 20E Cancels M.D.P.U. No. 20D

Page 1 of 4

EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

AVAILABILITY

This rate is available for all uses of electricity to Customers in the Cambridge service area where the service voltage is less than 13,800 volts and the demand exceeds or is estimated to exceed 100 kilowatts for at least 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, three-phase, alternating current service at either secondary or primary voltages under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 120/208, 277/480 or 2400/4160 volts. In addition, the Company will provide service at approximately 575 volts to service locations existing prior to December 1, 1987.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

M.D.P.U. No. 20E Cancels M.D.P.U. No. 20D

Page 2 of 4

EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

PRIMARY METERING CREDIT

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of two percent (2%) will apply to the volumetric (per kWh) charges as determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 2,400 volts single phase or 4,160 volts three phase.

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 47% of the maximum 15-minute demand in kilovolt-amperes established during any billing period of the billing month.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 20E Cancels M.D.P.U. No. 20D

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MEDIUM GENERAL SERVICE

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 PROVISION

Upon the request of a Customer, the Company may elect to supply service under this rate at approximately 13,800 volts at temporary service locations only.

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.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 20E Cancels M.D.P.U. No. 20D

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

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 March 1, 1995.

Issued by: Craig A. Hallstrom

President

Filed: January 14, 2022

Effective: February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 21E Cancels M.D.P.U. No. 21D

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

AVAILABILITY

This rate is available for all uses of electricity to Customers in the Cambridge service area whose metered load exceeds or is estimated to exceed 100 kilowatts for at least 12 consecutive billing months and the service voltage is 13,800 volts or higher. 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, three-phase, alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 13,800 volts.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

M.D.P.U. No. 21E Cancels M.D.P.U. No. 21D

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transition Cost Adjustment

Transition Cost Adjustment

Renewable Energy Charge

Energy Efficiency Charge

Col. P. Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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 26% of the maximum 15-minute demand in kilovolt-amperes established during any billing period of the billing month.

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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 21E Cancels M.D.P.U. No. 21D

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

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.

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 March 1, 1995.

Issued by: Craig A. Hallstrom

President

Filed: January 14, 2022 Effective: February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 22D Cancels M.D.P.U. No. 22C

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-4

CANCELLATION SUPPLEMENT

Optional General Time-of-Use Rate G-4, M.D.P.U. No. 22D, effective January 1, 2020 is hereby canceled.

Issued by: Craig A. Hallstrom

President

Filed: January 14, 2022

Effective: February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 23E Cancels M.D.P.U. No. 23D

Page 1 of 2

EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA COMMERCIAL SPACE HEATING

RATE G-5 (CLOSED)

AVAILABILITY

This rate is available only at existing service locations to Customers in the Cambridge service area who were taking service hereunder prior to December 1, 1985 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. Incidental water heating, not including central kitchen or laundry use, may be included in this service at the Company's option. 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 either single-phase at approximately 120/240 or 120/208 volts or three-phase at approximately 120/208 or 277/480 volts.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time. Distribution: As per M.D.P.U. No. 1 as in effect from time to time. Transition: As per M.D.P.U. No. 1 as in effect from time to time. As per M.D.P.U. No. 1 as in effect from time to time. Transmission:

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

Issued by: Craig A. Hallstrom Filed: **January 14, 2022 February 1, 2022 Effective:**

President

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 23E Cancels M.D.P.U. No. 23D

Page 2 of 2

EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA COMMERCIAL SPACE HEATING

RATE G-5 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment
Renewable Energy Charge

Performence Reserve Adjustment
Renewable Energy Charge

Residential Assistance Adjustment Clause
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment
Transition Cost Adjustment
Transition Cost Adjustment
Energy Efficiency Charge

Select Expension Cost Recovery Mechanism

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

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 March 1, 1995.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 24E Cancels M.D.P.U. No. 24D

Page 1 of 3

EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA OPTIONAL TIME-OF-USE

RATE G-6 (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, this rate is available for all non-residential uses of electricity to Customers in the Cambridge service area who take all of their electric service through a single meter, subject to the availability of time-of-use meters as determined by the Company. This rate is not available when Customer's load for billing purposes either exceeds or is estimated to exceed 10 kilowatts in any 3 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 voltages 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 three-phase at approximately 120/208 or 277/480 volts. In addition, the Company will provide service at approximately 575 volts to service locations existing prior to December 1, 1987.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution:

Peak Load Period As per M.D.P.U. No. 1 as in effect from time to time. Low Load Period As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission:

Peak Load Period As per M.D.P.U. No. 1 as in effect from time to time. Low Load Period As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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M.D.P.U. No. 24E Cancels M.D.P.U. No. 24D

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA OPTIONAL TIME-OF-USE

RATE G-6 (CLOSED)

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 provisions:

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment **Energy Efficiency Charge** Renewable Energy Charge Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

FARM DISCOUNT RIDER

Grid Modernization Factor

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

Advanced Metering Infrastructure

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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 24E Cancels M.D.P.U. No. 24D

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA OPTIONAL TIME-OF-USE

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 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 March 1, 1995.

Issued by: Craig A. Hallstrom

President

Filed: January 14, 2022

Effective: February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 25C Cancels M.D.P.U. No. 25B

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA STANDBY SERVICE

RATE SB-1 (13.8 kV) (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, service is available under this rate to any Customer in the Cambridge service area with an alternative source of power who requests firm delivery of standby service and for whom the Company has an obligation to serve. The Company must have the ability to meter the alternative source of power. Standby Service is intended to deliver to the Customer a replacement supply of power when the Customer's alternative source of power is either partially or totally unavailable. A Customer requesting Standby Service is required to take service under this rate schedule if the Customer's alternative source of power (1) exceeds 100 kilowatts, and (2) supplies at least 20 percent of the Customer's total integrated electrical load. Standby Service 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, three phase, alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 13,800 volts.

DEFINITIONS

- A. "<u>Actual Metered Demand</u>" for any billing month means the demand as determined periodically in accordance with the provisions of the Otherwise Applicable Rate Schedule as measured by the Company's billing meter or meters located at the interconnection point of the Company's facilities and the Customer's facilities during the billing month.
- B "<u>Actual Metered Energy</u>" for any billing month means the sum of the energy associated with the Actual Metered Demands.
- C. "<u>Alternative Power</u>" means the power in kilovolt-amperes (kVa) measured by the meter or meters located at the interconnection of the Alternative Source of Power and the Customer's internal load. The basis for determining the quantity of kVa of Alternative Power shall be consistent with the provisions for determining billing demand as stated in the Otherwise Applicable Rate Schedule.
- D. "<u>Alternative Source of Power</u>" refers to the source, and the Customer's entitlement to such source from which the Customer receives power.
- E. "Internal Customer Demand" means the sum of the coincident amount of Actual Metered Demand

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA STANDBY SERVICE

RATE SB-1 (13.8 kV) (CLOSED)

and Alternative Power.

- F. "<u>Maintenance Energy</u>" means the Actual Metered Energy minus the delivered Supplemental Energy during the period when Maintenance Service is provided to the Customer.
- G. "<u>Maintenance Service</u>" means the electric energy or capacity delivered by the Company to replace energy or capacity ordinarily provided by the facilities that make up the Customer's Alternative Source of Power when such facilities are withdrawn from service for Scheduled Maintenance.
- H. "Otherwise Applicable Rate Schedule" refers to the rate schedule under which the Customer would have received delivery of electric service from the Company if the Customer had no Alternative Source of Power.
- I. "Peak Period" shall be as defined in the Otherwise Applicable Rate Schedule.
- J. "Replacement Demand" for any billing month means the difference between the coincident amounts of the lesser of either the Standby Contract Demand, or the Internal Customer Demand, and the Alternative Power. The Replacement Demand shall be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- K. "<u>Replacement Energy</u>" for any billing month means the sum of the energy associated with the Replacement Demands less Maintenance Energy during the billing month.
- L. "Scheduled Maintenance" means maintenance performed in accordance with the following provisions: (1) maintenance is not scheduled during the Peak Period of the months January, July, August and December; (2) unless specifically approved by the Company, maintenance will not be provided for more than four consecutive weeks per request; (3) the Customer provides the Company with a preliminary written maintenance schedule by December 1 of each year; (4) the Company approves the maintenance schedule; and (5) the Customer provides written notification to the Company of the dates and duration of the outage 30 days prior to the actual outage. If a Customer's maintenance is not performed in accordance with the defined provisions, it will be billed at the Standby Service Rate Schedule.
- M. "Standby Contract Demand" means the specified maximum firm Replacement Demand that the Customer may take from the Company. The Standby Contract Demand shall be specified separately for the winter and summer periods and may not exceed the Customer's Alternative Source of Power.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA STANDBY SERVICE

RATE SB-1 (13.8 kV) (CLOSED)

- N. "<u>Standby Service</u>" means electric energy and capacity delivered by the Company to replace electric energy and capacity ordinarily provided by the Customer's Alternative Source of Power when such source of power is unavailable.
- O. "Supplemental Demand" for any billing month means the excess of the coincident amounts of Internal Customer Demand over the Standby Contract Demand. The Supplemental Demand will be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- P. "<u>Supplemental Energy</u>" for any billing month means the sum of energy associated with the Supplemental Demands of the billing month less the energy associated with the excess of the Alternative Power over the Standby Contract Demand.
- Q. "<u>Supplemental Service</u>" means electric energy or capacity delivered under normal conditions by the Company to meet the Customer's load in addition to capacity and energy which is being supplied by the Customer's Alternative Source of Power.

RATE PER MONTH

Delivery Services:

A. Administrative Charge: As per M.D.P.U. No. 1 as in effect from time to time.

B. Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

C. Distribution Capacity Charge: As per M.D.P.U. No. 1 as in effect from time to time

times the maximum 15-minute Replacement Demand for

the billing month.

D. Peak Period Capacity Charge:

Transmission: As per M.D.P.U. No. 1 as in effect from time to time times

the maximum 15-minute Replacement Demand established during the Peak Period of the billing month;

E. Transmission Capacity Reservation Charge:

As per M.D.P.U. No. 1 as in effect from time to time.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA STANDBY SERVICE

RATE SB-1 (13.8 kV) (CLOSED)

Reservation Charge applied to Standby Contract Demand.

The total charges for transmission capacity in each month shall be the greater of the charges under D. or under E.

F. Transition Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services:(Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transition Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

OTHER PROVISIONS

- A. All electricity delivered to the Customer by the Company will be measured by meters installed at a single location, except where the Company deems it impractical to deliver electricity through one service, in which case the measurement of electricity may be accomplished by totaling meters from two or more locations.
- B. The Customer shall furnish at its expense a connection whereby the Company can meter the Customer's Alternative Source of Power at the interconnection of the Alternative Source of Power with the Customer's internal load.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA STANDBY SERVICE

RATE SB-1 (13.8 kV) (CLOSED)

- C. All electricity delivered shall be for the exclusive use of the Customer and shall not be resold.
- D. The Customer shall be assessed no more than one Administrative Charge for Standby, Maintenance and Supplemental Service. Therefore, if a Customer receives one such service, no additional Administrative Charge will be assessed for either or both of the remaining two services.
- E. The Customer shall be assessed no more than one Customer Charge for Standby, Maintenance, and Supplemental Service. Therefore, if a Customer receives one such service, no additional Customer Charge will be assessed for the second service. The applicable Customer Charge shall be that contained in the Standby and Maintenance Service Rates.
- F. If the Company delivers Maintenance Service to the Customer, the following will apply during the period when Maintenance Service is delivered: (1) the Distribution Capacity Charge will apply only if such charge is not otherwise billed under Standby Service during the billing month; and (2) the maximum Replacement Demand used to calculate the Peak Period Capacity charge shall be zero.
- G. The Customer shall be subject to the provisions of the Company's Requirements For Interconnection as they exist from time to time.

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.

TERM OF PAYMENT

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

TERM

Service under this rate shall be in accordance with the provisions of the Otherwise Applicable Rate Schedule.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MAINTENANCE SERVICE

RATE MS-1 (13.8 kV) (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, service is available under this rate to any Customer in the Cambridge service area with an alternative source of power who requests the delivery of maintenance service and for whom the Company has an obligation to serve. The Company must have the ability to meter the alternative source of power. Maintenance Service is intended to deliver to the Customer electric energy and capacity to replace energy and capacity ordinarily generated by the facilities that make up the Customer's alternative source of power when such facilities are withdrawn from service for maintenance scheduled in accordance with defined provisions. A Customer requesting Maintenance Service is required to take service under this rate schedule if the Customer's alternative source of power (1) exceeds 100 kilowatts, and (2) supplies at least 20 percent of their total integrated electrical load. Maintenance Service 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, three phase, alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 13,800 volts.

DEFINITIONS

- A. "<u>Actual Metered Demand</u>" for any billing month means the demand as determined periodically in accordance with the provisions of the Otherwise Applicable Rate Schedule as measured by the Company's billing meter or meters located at the interconnection point of the Company's facilities and the Customer's facilities during the billing month.
- B "<u>Actual Metered Energy</u>" for any billing month means the sum of the energy associated with the Actual Metered Demands.
- C. "<u>Alternative Power</u>" means the power in kilovolt-amperes (kVa) measured by the meter or meters located at the interconnection of the Alternative Source of Power and the Customer's internal load. The basis for determining the quantity of kVa of Alternative Power shall be consistent with the provisions for determining billing demand as stated in the Otherwise Applicable Rate Schedule.
- D. "<u>Alternative Source of Power</u>" refers to the source, and the Customer's entitlement to such source from which the Customer receives power.
- E. "Internal Customer Demand" means the sum of the coincident amount of Actual Metered Demand

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MAINTENANCE SERVICE

RATE MS-1 (13.8 kV) (CLOSED)

and Alternative Power.

- F. "Maintenance Energy" means the Actual Metered Energy minus the delivered Supplemental Energy during the period when Maintenance Service is provided to the Customer.
- G. "Maintenance Service" means the electric energy or capacity delivered by the Company to replace energy or capacity ordinarily provided by the facilities that make up the Customer's Alternative Source of Power when such facilities are withdrawn from service for Scheduled Maintenance.
- "Otherwise Applicable Rate Schedule" refers to the rate schedule under which the Customer would H. have received delivery of electric service from the Company if the Customer had no Alternative Source of Power.
- I. "Peak Period" shall be as defined in the Otherwise Applicable Rate Schedule.
- "Replacement Demand" for any billing month means the difference between the coincident J. amounts of the lesser of either the Standby Contract Demand, or the Internal Customer Demand, and the Alternative Power. The Replacement Demand shall be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- "Replacement Energy" for any billing month means the sum of the energy associated with the K. Replacement Demands less Maintenance Energy during the billing month.
- L. "Scheduled Maintenance" means maintenance performed in accordance with the following provisions: (1) maintenance is not scheduled during the Peak Period of the months January, July, August and December; (2) unless specifically approved by the Company, maintenance will not be provided for more than four consecutive weeks per request; (3) the Customer provides the Company with a preliminary written maintenance schedule by December 1 of each year; (4) the Company approves the maintenance schedule; and (5) the Customer provides written notification to the Company of the dates and duration of the outage 30 days prior to the actual outage. If a Customer's maintenance is not performed in accordance with the defined provisions, it will be billed at the Standby Service Rate Schedule.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MAINTENANCE SERVICE

RATE MS-1 (13.8 kV) (CLOSED)

- M. "Standby Contract Demand" means the specified maximum firm Replacement Demand that the Customer may take from the Company. The Standby Contract Demand shall be specified separately for the winter and summer periods and may not exceed the Customer's Alternative Source of Power.
- N. "<u>Standby Service</u>" means electric energy and capacity delivered by the Company to replace electric energy and capacity ordinarily provided by the Customer's Alternative Source of Power when such source of power is unavailable.
- O. "Supplemental Demand" for any billing month means the excess of the coincident amounts of Internal Customer Demand over the Standby Contract Demand. The Supplemental Demand will be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- P. "Supplemental Energy" for any billing month means the sum of energy associated with the Supplemental Demands of the billing month less the energy associated with the excess of the Alternative Power over the Standby Contract Demand.
- Q. "<u>Supplemental Service</u>" means electric energy or capacity delivered under normal conditions by the Company to meet the Customer's load in addition to capacity and energy which is being supplied by the Customer's Alternative Source of Power.

RATE PER MONTH

Delivery Services:

A. Administrative Charge: As per M.D.P.U. No. 1 as in effect from time to time.

B. Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

C. Distribution Capacity Charge: As per M.D.P.U. No. 1 as in effect from time to time times the

maximum 15-minute Replacement Demand for the billing

month.

D. Transition Charge: As per M.D.P.U. No. 1 as in effect from time to time.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MAINTENANCE SERVICE

RATE MS-1 (13.8 kV) (CLOSED)

Supplier Services:(Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment

Basic Service Cost Adjustment

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transmission Service Cost Adjustment
Renewable Energy Charge

Transition Cost Adjustment
Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

OTHER PROVISIONS

- A. All electricity delivered to the Customer by the Company will be measured by meters installed at a single location, except that where the company deems it impractical to deliver electricity through one service, the measurement of electricity may be accomplished by totaling meters from two or more locations. When the Customer's generating facilities are capable of operating in parallel with the Company's supply, the Customer shall furnish at its expense, a connection whereby the Company can meter the output of the Customer's generating facilities.
- B. All electricity delivered shall be for the exclusive use of the Customer and shall not be resold.
- C. The Customer shall be assessed no more than one Administrative Charge for Standby, Maintenance and Supplemental Service. Therefore, if a Customer receives one such service, no additional Administrative Charge will be assessed for either or both of the remaining two services.
- D. The Customer shall be assessed no more than one Customer Charge for Standby, Maintenance, and Supplemental Service. Therefore, if a Customer receives one such service, no additional Customer Charge will be assessed for the second service. The applicable Customer Charge shall be that contained in the Standby and Maintenance Service Rates.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MAINTENANCE SERVICE

RATE MS-1 (13.8 kV) (CLOSED)

- E. If the Customer also receives Standby Service from the Company, the following will apply during the period when Maintenance Service is taken: (1) the Distribution Capacity Charge will apply only if such charge is not otherwise billed under Standby Service during the billing month; and (2) the maximum Replacement Demand used to calculate the Peak Period Capacity Charge shall be zero.
- F. The Customer shall be subject to the provisions of the Company's Requirements for Interconnection as they exist from time to time.

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.

TERM OF PAYMENT

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

TERM

Service under this rate shall be in accordance with the provisions of the Otherwise Applicable Rate Schedule.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SUPPLEMENTAL SERVICE

RATE SS-1 (13.8 kV) (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, service is available under this rate to any Customer in the Cambridge service area with an alternative source of power in operation prior to October 31, 2003 and for whom the Company has an obligation to serve. The Company must have the ability to meter the alternative source of power. Supplemental Service is intended to deliver power to supplement the output of the Customer's alternative source of power where the alternative source of power is less than the Customer's maximum electrical load. A Customer requesting Supplemental Service is required to take service under this rate schedule if the Customer's alternative source of power (1) exceeds 100 kilowatts, and (2) supplies at least 20 percent of the Customer's total integrated electrical load. Standby Service 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, three phase, alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 13,800 volts.

DEFINITIONS

- A. "<u>Actual Metered Demand</u>" for any billing month means the demand as determined periodically in accordance with the provisions of the Otherwise Applicable Rate Schedule as measured by the Company's billing meter or meters located at the interconnection point of the Company's facilities and the Customer's facilities during the billing month.
- B "<u>Actual Metered Energy</u>" for any billing month means the sum of the energy associated with the Actual Metered Demands.
- C. "Alternative Power" means the power in kilovolt-amperes (kVa) measured by the meter or meters located at the interconnection of the Alternative Source of Power and the Customer's internal load. The basis for determining the quantity of kVa of Alternative Power shall be consistent with the provisions for determining billing demand as stated in the Otherwise Applicable Rate Schedule.
- D. "<u>Alternative Source of Power</u>" refers to the source, and the Customer's entitlement to such source from which the Customer receives power.
- E. "<u>Internal Customer Demand</u>" means the sum of the coincident amount of Actual Metered Demand and Alternative Power.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SUPPLEMENTAL SERVICE

RATE SS-1 (13.8 kV) (CLOSED)

- F. "<u>Maintenance Energy</u>" means the Actual Metered Energy minus the delivered Supplemental Energy during the period when Maintenance Service is provided to the Customer.
- G. "<u>Maintenance Service</u>" means the electric energy or capacity delivered by the Company to replace energy or capacity ordinarily provided by the facilities that make up the Customer's Alternative Source of Power when such facilities are withdrawn from service for Scheduled Maintenance.
- H. "Otherwise Applicable Rate Schedule" refers to the rate schedule under which the Customer would have received delivery of electric service from the Company if the Customer had no Alternative Source of Power.
- I. "Peak Period" shall be as defined in the Otherwise Applicable Rate Schedule.
- J. "Replacement Demand" for any billing month means the difference between the coincident amounts of the lesser of either the Standby Contract Demand, or the Internal Customer Demand, and the Alternative Power. The Replacement Demand shall be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- K. "Replacement Energy" for any billing month means the sum of the energy associated with the Replacement Demands less Maintenance Energy during the billing month.
- L. "Scheduled Maintenance" means maintenance performed in accordance with the following provisions: (1) maintenance is not scheduled during the Peak Period of the months January, July, August and December; (2) unless specifically approved by the Company, maintenance will not be provided for more than four consecutive weeks per request; (3) the Customer provides the Company with a preliminary written maintenance schedule by December 1 of each year; (4) the Company approves the maintenance schedule; and (5) the Customer provides written notification to the Company of the dates and duration of the outage 30 days prior to the actual outage. If a Customer's maintenance is not performed in accordance with the defined provisions, it will be billed at the Standby Service Rate Schedule.
- M. "Standby Contract Demand" means the specified maximum firm Replacement Demand that the Customer may take from the Company. The Standby Contract Demand shall be specified separately for the winter and summer periods and may not exceed the Customer's Alternative Source of Power.
- N. "Standby Service" means electric energy and capacity delivered by the Company to replace electric

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RATE SS-1 (13.8 kV) (CLOSED)

energy and capacity ordinarily provided by the Customer's Alternative Source of Power when such source of power is unavailable.

- O. "Supplemental Demand" for any billing month means the excess of the coincident amounts of Internal Customer Demand over the Standby Contract Demand. The Supplemental Demand will be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- P. "Supplemental Energy" for any billing month means the sum of energy associated with the Supplemental Demands of the billing month less the energy associated with the excess of the Alternative Power over the Standby Contract Demand.
- Q. "<u>Supplemental Service</u>" means electric energy or capacity delivered under normal conditions by the Company to meet the Customer's load in addition to capacity and energy which is being supplied by the Customer's Alternative Source of Power.

RATE PER MONTH

Delivery Services:

A. Administrative Charge: As per M.D.P.U. No. 1 as in effect from time to time.

B. Customer Charge: Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

C. Demand Charge: Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

D. Energy Charge: Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

E. Transition Charge: Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

Supplier Services: (Optional) Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SUPPLEMENTAL SERVICE

RATE SS-1 (13.8 kV) (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Transmission Service Cost Adjustment

Renewable Energy Charge Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

OTHER PROVISIONS

- A. All electricity delivered to the Customer by the Company will be measured by meters installed at a single location, except where the Company deems it impractical to deliver electricity through one service, in which case the measurement of electricity may be accomplished by totaling meters from two or more locations.
- B. The Customer shall furnish at its expense a connection whereby the Company can meter the output of the Customer's Alternative Source of Power.
- C. All electricity delivered shall be for the exclusive use of the Customer and shall not be resold.
- D. The Customer shall be assessed no more than one Administrative Charge for Standby, Maintenance and Supplemental Service. Therefore, if a Customer receives one such service, no additional Administrative Charge will be assessed for either or both of the remaining two services.
- E. The Customer shall be assessed no more than one Customer Charge for Standby, Maintenance, and Supplemental Service. Therefore, if a Customer receives one such service, no additional Customer Charge will be assessed for the second service. The applicable Customer Charge shall be that contained in the Standby and Maintenance Service Rates.

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RATE SS-1 (13.8 kV) (CLOSED)

- F. If the Customer also receives Maintenance Service from the Company, the following will apply during the period when Maintenance Service is taken: (1) the Distribution Capacity Charge will only apply if such charge is not otherwise billed under Standby Service during the billing month; and (2) the maximum Replacement Demand used to calculate the Peak Period Capacity Charge shall be zero.
- G. The Customer shall be subject to the provisions of the Company's Requirements for Interconnection as they exist from time to time.

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.

TERM OF PAYMENT

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

TERM

Service under this rate shall be in accordance with the provisions of the Otherwise Applicable Rate Schedule.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

AVAILABILITY

This rate is available for all non-residential uses of electricity to all Customers in the South Shore, Cape Cod & Martha's Vineyard service area except those customers whose load for billing purposes either exceeds or is estimated to exceed 100 kilowatts in each of 12 consecutive billing months. Demand meters will be installed for all new Customers. 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:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

PRIMARY METERING CREDIT

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the volumetric (per kWh) charges as determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 29E Cancels M.D.P.U. No. 29D

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February 1, 2022

Effective:

EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA SMALL GENERAL SERVICE

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.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

President

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 30E Cancels M.D.P.U. No. 30D

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

AVAILABILITY

This rate is available for all uses of electricity to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge **Energy Efficiency Charge** Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor

PRIMARY METERING CREDIT

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the volumetric (per kWh) charges determined under all of the foregoing provisions of this rate schedule.

Advanced Metering Infrastructure

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

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.

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 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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA MEDIUM GENERAL SERVICE

RATE G-2

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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

AVAILABILITY

This rate is available for all uses of electricity to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge **Energy Efficiency Charge** Solar Expansion Cost Recovery Mechanism Performance Based Revenue Adjustment Vegetation Management Miscellaneous Charges 2017 Tax Act Credit Solar Massachusetts Renewable Target Grid Modernization Factor Advanced Metering Infrastructure

PRIMARY METERING CREDIT

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the volumetric (per kWh) charges determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

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.

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 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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

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.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA GENERAL POWER

RATE G-4 (CLOSED)

AVAILABILITY

This rate is available for general power purposes only at existing service locations to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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 Charge:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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M.D.P.U. No. 32E Cancels M.D.P.U. No. 32D

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA GENERAL POWER

RATE G-4 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Cost Adjustment

Transmission Cost Adjustment

Transmission Cost Adjustment

Transmission Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

PRIMARY METERING CREDIT

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

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA GENERAL POWER

RATE G-4 (CLOSED)

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.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 33D Cancels M.D.P.U. No. 33C

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA COMMERCIAL SPACE HEATING

RATE G-5 (CLOSED)

CANCELLATION SUPPLEMENT

Commercial Space Heating Rate G-5, M.D.P.U. No. 33D, effective January 1, 2020 is hereby canceled.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA ALL-ELECTRIC SCHOOL

RATE G-6 (CLOSED)

AVAILABILITY

This rate is available only at existing service locations to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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M.D.P.U. No. 34E Cancels M.D.P.U. No. 34D

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA ALL-ELECTRIC SCHOOL

RATE G-6 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Net Metering Recovery Surcharge Residential Assistance Adjustment Clause Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge Energy Efficiency Charge Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor

Advanced Metering Infrastructure

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 METERING CREDIT

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the volumetric (per kWh) charges determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA 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.

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President Effective: February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (CLOSED)

AVAILABILITY

This rate is available for all non-residential uses of electricity to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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

Delivery Services:

Customer Charge:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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M.D.P.U. No. 35F Cancels M.D.P.U. No. 35E

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge Energy Efficiency Charge Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

PRIMARY METRING CREDIT

Grid Modernization Factor

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the volumetric (per kWh) charges determined under all of the foregoing provisions of this rate schedule.

Advanced Metering Infrastructure

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA **OPTIONAL GENERAL TIME-OF-USE**

RATE G-7 (CLOSED)

DETERMINATION OF BILLING DEMAND

The demand for billing purposes 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.

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 PROVISIONS

- When requested by the Company, the Customer agrees to furnish free of charge adequate A. 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.
- The Company will provide service at approximately 575 volts to service locations existing prior to В. 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.

Issued by: Craig A. Hallstrom Filed: **January 14, 2022 Effective: February 1, 2022**

President

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 35F Cancels M.D.P.U. No. 35E

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (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 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.

Issued by: Craig A. Hallstrom Filed:
President Effectiv

Filed: January 14, 2022 Effective: February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 36D Cancels M.D.P.U. No. 36C

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WESTERN MASSACHUSETTS OPTIONAL WATER HEATING

RATE 23 (CLOSED)

APPLICABILITY

This rate is not available to new applicants after February 1, 2011. This rate is applicable to the use of electricity for water heating of any customer other than residential in the Western Massachusetts territory, except as noted herein. Available to residential customers where electricity supplies a portion of, but is not the sole source of, domestic hot water. Also available for centrally supplied water heating in apartment buildings.

This rate is not available for any space heating or for commercial or industrial processes.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Issued by: Craig A. Hallstrom Filed: January 14, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 36D Cancels M.D.P.U. No. 36C

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WESTERN MASSACHUSETTS OPTIONAL WATER HEATING

RATE 23 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

SPECIAL CONDITIONS

Service under this schedule will be supplied only at such hours as the Company may deem advisable, timing equipment being under the sole control of the Company. All water heaters and apparatus incidental thereto are subject to the Company's approval as to type and size.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 36D Cancels M.D.P.U. No. 36C

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WESTERN MASSACHUSETTS OPTIONAL WATER HEATING

RATE 23 (CLOSED)

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 37E Cancels M.D.P.U. No. 37D

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WESTERN MASSACHUSETTS OPTIONAL CHURCH

RATE 24 (CLOSED)

APPLICABILITY

This rate is applicable to the use of electricity for lighting and incidental power in an edifice set apart exclusively for public worship and only for those customers in the Western Massachusetts territory receiving service on this rate as of the effective date hereof. This rate is not available to new applicants.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Net Metering Recovery Surcharge

To Be the Control of the C

Attorney General Consultant Expense

Long Term Renewable Contract Adjustment

Storm Possery Adjustment

Storm Cost Possery Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transition Cost Adjustment

Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 37E Cancels M.D.P.U. No. 37D

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WESTERN MASSACHUSETTS OPTIONAL CHURCH

RATE 24 (CLOSED)

DETERMINATION OF DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month, determined to the nearest one-half kW. When two or more meters are installed for billing under this rate as above provided, the Demand shall be the arithmetical sum of the demands separately determined, whether coincident or not.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 38E Cancels M.D.P.U. No. 38D

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WESTERN MASSACHUSETTS SMALL GENERAL SERVICE

RATE G-1

APPLICABILITY

This rate is applicable to all uses of electricity at a single location in the Western Massachusetts territory. Such service shall not exceed 100 kW. Demand meters will be installed for all new Customers regardless of the elected price option. All electricity delivered hereunder shall be measured through one metering equipment, except that, where the Company deems it impractical to deliver electricity through one service, or where more than one meter has been installed, then the measurement of the amount of electricity consumed may be by two or more meters. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not re-sell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished. All new customers will be assigned the Non-Demand Price Option unless otherwise requested by the customer. Unmetered customers may not elect the Demand Price Option.

Notwithstanding the foregoing, Rate 23 may be used in conjunction herewith and separately billed.

RATE PER MONTH

Service under this rate schedule is available through a Non-Demand Price Option and a Demand Price Option at the Customer's choice as set forth below.

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 38E Cancels M.D.P.U. No. 38D

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WESTERN MASSACHUSETTS SMALL GENERAL SERVICE

RATE G-1

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Transmission Service Cost Adjustment

Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to \$1.26 per kW.

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 38E Cancels M.D.P.U. No. 38D

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WESTERN MASSACHUSETTS SMALL GENERAL SERVICE

RATE G-1

DETERMINATION OF DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month, determined to the nearest one-half kW. When two or more meters are installed for billing under this rate as above provided, the Demand shall be the arithmetical sum of the demands separately determined, whether coincident or not.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule or price option within the first 12 months of the service.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 39E Cancels M.D.P.U. No. 39D

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<u>WESTERN MASSACHUSETTS</u> SMALL GENERAL SERVICE TIME-OF-USE

RATE T-0

CANCELLATION SUPPLEMENT

Small General Service Time-of-Use Rate T-0, M.D.P.U. No. 39E, effective January 1, 2020 is hereby canceled.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 40E Cancels M.D.P.U. No. 40D

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WESTERN MASSACHUSETTS MEDIUM GENERAL SERVICE

RATE G-2

APPLICABILITY

This rate is applicable only to the entire use of electricity at a single location in the Western Massachusetts territory. Such service shall be greater than 100 kW, but not exceed 349 kW. All electricity shall be measured through one meter, except that, where the Company deems it impractical to deliver electricity through one service, or where more than one meter has been installed, then the measurement of electricity may be by two or more meters. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished.

Notwithstanding the foregoing, Rate 23 may be used in conjunction herewith and separately billed.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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M.D.P.U. No. 40E Cancels M.D.P.U. No. 40D

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WESTERN MASSACHUSETTS MEDIUM GENERAL SERVICE

RATE G-2

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Solar Program Cost Adjustment

Solar Program Cost Adjustment

Transition Cost Adjustment

Transmission Service Cost Adjustment
Renewable Energy Charge

Transition Cost Adjustment
Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to \$1.26 per kW.

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF BILLING DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month determined to the nearest one-half kW.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 40E Cancels M.D.P.U. No. 40D

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WESTERN MASSACHUSETTS MEDIUM GENERAL SERVICE

RATE G-2

POWER FACTOR CORRECTION

If a customer is found to have a power factor of less than 90% lagging, the Company may require correction to at least 90% lagging as a condition of service. If the customer does not correct the power factor to at least 90% lagging and the Company corrects the condition, the customer will reimburse the Company for all costs which it incurs.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 41E Cancels M.D.P.U. No. 41D

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<u>WESTERN MASSACHUSETTS</u> OPTIONAL MEDIUM GENERAL SERVICE TIME-OF-USE

RATE T-4

APPLICABILITY

This rate is applicable only to the entire use of electricity at a single location in the Western Massachusetts territory. Such service shall be greater than 100 kW, but not exceed 349 kW. All electricity delivered hereunder shall be measured through one meter. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not re-sell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished.

Notwithstanding the foregoing, Rate 23 may be used in conjunction herewith and separately billed.

RATE PER MONTH

ON-PEAK: Weekdays from 12 Noon to 8 p.m., EST

OFF-PEAK: All other hours

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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M.D.P.U. No. 41E Cancels M.D.P.U. No. 41D

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<u>WESTERN MASSACHUSETTS</u> OPTIONAL MEDIUM GENERAL SERVICE TIME-OF-USE

RATE T-4

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to \$1.26 per kW.

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month in the On-Peak hours determined to the nearest one-half kW. Measurement of demand will be on the basis of the Company's available metering.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 41E Cancels M.D.P.U. No. 41D

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<u>WESTERN MASSACHUSETTS</u> OPTIONAL MEDIUM GENERAL SERVICE TIME-OF-USE

RATE T-4

POWER FACTOR CORRECTION

If a customer is found to have a power factor of less than 90% lagging, the Company may require correction to at least 90% lagging as a condition of service. If the customer does not correct the power factor to at least 90% lagging and the Company corrects the condition, the customer will reimburse the Company for all costs which it incurs.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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M.D.P.U. No. 42E Cancels M.D.P.U. No. 42D

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WESTERN MASSACHUSETTS LARGE GENERAL SERVICE

RATE G-3

APPLICABILITY

This rate is applicable only to the entire use of electricity at a single location in the Western Massachusetts territory. All electricity shall be measured through a single time-of-use meter installed by the Company, except that, where the Company deems it impractical to deliver electricity through one service, or where more than one meter has been installed, then the measurement of electricity may be by two or more meters. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company, the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished.

Customers whose maximum demand equaled or exceeded 350 kW but less than 2,500 kW at any time in the most recent 12 months and new customers whose demand is reasonably anticipated to equal or exceed 350 kW but less than 2,500 kW within one year must take service under this rate.

RATE PER MONTH

ON-PEAK: Weekdays from 12 Noon to 8 p.m., EST

OFF-PEAK: All other hours

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

The Customer Service Charge shall be based on the customer's two highest maximum demand months within the most recent 12 months (On- or Off-Peak). If in the most recent 12 months, the customer has:

- a) two billing months with maximum kW demands over a higher demand threshold or,
- b) one billing month with a maximum kW demand over a higher demand threshold by 5 percent or more of the higher demand threshold then, the Customer Service Charge will be that of the higher demand threshold.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 42E Cancels M.D.P.U. No. 42D

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WESTERN MASSACHUSETTS LARGE GENERAL SERVICE

RATE G-3

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment

Basic Service Cost Adjustment
Transmission Service Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to \$1.26 per kW

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 42E Cancels M.D.P.U. No. 42D

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WESTERN MASSACHUSETTS LARGE GENERAL SERVICE

RATE G-3

DETERMINATION OF BILLING DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month in the On-Peak hours determined to the nearest one-half kW. Measurement of demand will be on the basis of the Company's available metering.

POWER FACTOR CORRECTION

If a customer is found to have a power factor of less than 90% lagging, the Company may require correction to at least 90% lagging as a condition of service. If the customer does not correct the power factor to at least 90% lagging and the Company corrects the condition, the customer will reimburse the Company for all costs which it incurs.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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M.D.P.U. No. 43D Cancels M.D.P.U. No. 43C

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WESTERN MASSACHUSETTS EXTRA LARGE GENERAL SERVICE

RATE T-5

APPLICABILITY

This rate is applicable only to the entire use of electricity at a single location in the Western Massachusetts territory. All electricity shall be measured through a single time-of-use meter installed by the Company, except that, where the Company deems it impractical to deliver electricity through one service, or where more than one meter has been installed, then the measurement of electricity may be by two or more meters. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company, the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished.

Customers whose maximum demand equaled or exceeded 2,500 kW at any time in the most recent 12 months and new customers whose demand is reasonably anticipated to equal or exceed 2,500 kW within one year must take service under this rate.

RATE PER MONTH

ON-PEAK: Weekdays from 12 Noon to 8 p.m., EST

OFF-PEAK: All other hours

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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M.D.P.U. No. 43D Cancels M.D.P.U. No. 43C

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WESTERN MASSACHUSETTS EXTRA LARGE GENERAL SERVICE

RATE T-5

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transition Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to \$1.26 per kW

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

TRANSMISSION BILLING ADJUSTMENT

Pursuant to D.P.U. 12-97, Rate T-5 customers will be billed on the basis of the customer's demand at the time of the Company's System Peak (the Coincident Peak Demand). The Coincident Peak Demand will be billed on a one-month lag. Customers will receive a credit for the amount billed on the Transmission On-Peak Demand Charge from the prior month.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE:

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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WESTERN MASSACHUSETTS EXTRA LARGE GENERAL SERVICE

RATE T-5

DETERMINATION OF BILLING DEMAND:

Measurement of demand will be on the basis of the Company's available metering determined to the nearest one-half kW.

The On-Peak Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month in the On-Peak hours

The Coincident Peak Demand shall be determined by meter, each calendar month on a one-month lag basis, and shall be the customer's coincident 60-minute kilowatt demand at the time of the Company's System Peak.

POWER FACTOR CORRECTION

If a customer is found to have a power factor of less than 90% lagging, the Company may require correction to at least 90% lagging as a condition of service. If the customer does not correct the power factor to at least 90% lagging and the Company corrects the condition, the customer will reimburse the Company for all costs which it incurs.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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STREET AND SECURITY LIGHTING

RATE S-1

AVAILABILITY

Street and security lighting services are available under this rate to public authorities for street, highway, bridge, parkway and adjacent area lighting and flood lighting. Area lighting and flood lighting services are available for other outdoor lighting applications. 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.

Incandescent, mercury vapor, and metal halide luminaires will be no longer be installed. High pressure sodium luminaires are limited to replacements of existing installations based on availability.

RATE PER MONTH

The rate per month is the sum of the following: 1) Luminaire Charge, 2) Pole Charge, and 3) Other Charges. Included in these rates are unbundled charges per kilowatt-hour as described below. When there are multiple lamps on one pole, the monthly distribution charge and wattage will be multiplied by the number of installed lamps.

1. Luminaire Charge (\$/month):

Eastern MA and Western MA Territories

	Nominal		
Luminaire Type	Wattage	Wattage Range	Monthly Charge
Light-Emitting Diode (LED)			
Horizontal Roadway	30	25 - 34	\$7.12
	40	35–44	\$7.33
	50	45 - 54	\$7.46
	90	85 - 94	\$8.35
	140	135 - 144	\$9.91
	220	215 - 224	\$12.68
Horizontal Roadway – Decorative	140	135 – 144	\$11.97
Flood Lights/Spot Lights	120	115 - 124	\$10.47
	200	195 - 204	\$13.04
	390	385 - 394	\$20.21

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STREET AND SECURITY LIGHTING

RATE S-1

	Nominal		
Luminaire Type	Wattage	Wattage Range	Monthly Charge
Standard Decorative – Post Top			
Traditional	50	45 - 54	\$6.05
Contemporary	40	35 - 44	\$6.93
Contemporary	50	45 - 54	\$7.60
Premium Decorative – Standard	50	45 – 54	\$7.11
Premium Decorative – Deluxe	50	45 - 54	\$12.49

Given the continued change in the efficiency in LED lightings, a wattage range has been established to accommodate the efficiency changes. The Company may install LED street and security lighting that have wattage ratings within the ranges listed above. The Distribution charge for such installations shall be based on the approved charges above, and the nomimal wattage shall be the billable wattage.

Eastern MA Territory

		Lamp &		Area / Flood
Luminaire Type	Lumens	Ballast Wattage	Street Lights	/ Spot Lights
Incandescent	1,000	87	\$9.62	
	2,500	176	\$12.05	
	4,000	274	\$13.57	
	6,000	376	\$15.12	
	10,000	577	\$17.98	
	15,000	855	\$22.00	
Mercury Vapor	3,500	131	\$11.55	
	4,200	131	\$10.22	
	7,000	213	\$12.76	
	8,600	216	\$11.55	
	11,000	296	\$14.10	
	12,100	301	\$12.46	
	20,000	460	\$16.85	\$17.39
	22,500	474	\$13.84	
	22,500	467		\$25.49
	35,000	780	\$23.72	
	60,000	1,114		\$20.34
	63,000	1,114		\$26.52
	63,000	1,135	\$20.97	

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STREET AND SECURITY LIGHTING

RATE S-1

		Lamp &		Area / Flood
Luminaire Type	Lumens	Ballast Wattage	Street Lights	/ Spot Lights
High Pressure Sodium	2,150	41	\$10.01	
	4,000	58	\$10.17	
	5,800	86	\$11.06	
	9,500	117	\$10.88	
	16,000	175	\$11.67	
	16,000	189		\$12.69
	25,000	295	\$13.55	\$14.03
	27,500	305	\$13.68	
	27,500	309		\$14.10
	45,000	470	\$15.76	\$16.20
	50,000	464		\$16.35
	50,000	485	\$15.93	
Metal Halide	19,700	320		\$14.84
	36,000	453		\$16.49
	45,000	400		\$15.84

Western MA Territory

		Lamp &		Area / Flood
Luminaire Type	Lumens	Ballast Wattage	Street Lights	/ Spot Lights
Incandescent	1,000	104	\$6.95	
	2,500	203	\$5.13	
Mercury Vapor	4,000	118	\$6.64	
	8,000	206	\$8.95	
	12,500	287	\$9.06	
	22,500	455	\$9.21	\$12.42
	60,000	1,103	\$7.24	\$10.45
High Pressure Sodium	4,000	59	\$8.05	
	6,300	84	\$8.47	
	9,500	118	\$8.86	
	16,000	172	\$9.69	
	27,500	311	\$11.69	\$14.90
	50,000	472	\$14.03	\$17.25
	140,000	1,103	\$25.93	\$29.14

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President

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STREET AND SECURITY LIGHTING

RATE S-1

		Lamp &		Area / Flood
Luminaire Type	Lumens	Ballast Wattage	Street Lights	/ Spot Lights
Metal Halide	5,200	89	\$9.24	
	8,500	119	\$9.56	
	14,400	207	\$10.08	
	22,000	289	\$11.92	\$15.13
	36,000	451	\$14.76	\$18.01
	110,000	1,080	\$26.57	\$29.78

2. Pole Charge (\$/month)

These charges are applied to new installations or replacements on or after January 1, 2023.

Eastern MA and Western MA Territories

a.	Standard Wood Pole	\$9.09
b.	Standard Aluminum Pole	\$26.36
c.	Standard Decorative Fiberglass Pole	\$11.53
d.	Premium Decorative Aluminum Pole	\$24.14

These charges are applied to installations and replacements prior to January 1, 2023 or otherwise noted:

Eastern MA Territory

a.	Wood pole and a section of secondary wire not to exceed 150 feet	\$8.57
b.	Wood pole installed prior to January 1, 1996 (in the South Shore, Cape Cod, and Martha's Vineyard service area only)	\$5.02
c.	Concrete pole and a section of secondary wire not to exceed 150 feet	\$16.47
d.	Aluminum or other metal pole	\$22.16
e.	Concrete pole connected with underground service prior to February 1, 2018 (in the Greater Boston service area only)	\$22.02

3.

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STREET AND SECURITY LIGHTING

RATE S-1

	Western MA Territory	
a.	Wood pole or pipe support, used exclusively for lighting purposes or high mounting ornamental pole installed initially to support an incandescent luminaire	\$5.91
b.	Low mounting ornamental pole or distribution pole preserved using a volatile solvent process, used exclusively for lighting purposes	\$5.33
c.	Center bored wood pole used exclusively for lighting purposes installed at the request of the customer	\$6.96
d.	25-32 foot ornamental pole	\$25.61
e.	Pole furnished, installed, and maintained by and at the expense of the customer or any other pole not included in one of the foregoing categories	No additional charge
f.	Premium Decorative Poles served underground on an anchor base or similar cost installation	
	Extruded Aluminum Fiberglass Cast Aluminum Cast Iron	\$24.22 \$20.72 \$28.66 \$42.79
Othe	er Charges (\$/month):	
	Western MA Territory	
a.	Decorative Luminaire 4,000, 6,300, 8,000, 9,500, and 16,000 lumen sizes 27,500 and 50,000 lumen sizes	\$3.77 \$5.88
b.	Premium Decorative Luminaire Standard Deluxe	\$9.84 \$14.04
c.	Spot Light Glare Shield	\$3.25

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STREET AND SECURITY LIGHTING

RATE S-1

d. Cobra Head Vandal Shield
Up to 250 Watt

\$3.60

400 Watt

\$7.19

e. Twin Brackets for Premium Decorative Luminaires

Standard Deluxe \$5.41 \$10.22

OTHER DELIVERY AND SUPPLY RATES

Delivery Services:

Distribution As per M.D.P.U. No. 1 as in effect from time to time Transition: As per M.D.P.U. No. 1 as in effect from time to time Transmission: As per M.D.P.U. No. 1 as in effect from time to time

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transition Cost Adjustment

Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges
Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

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STREET AND SECURITY LIGHTING

RATE S-1

DETERMINATION OF MONTHLY KWH

The lights for customers under this service will turn on between dusk and dawn, based on the annual hours listed below:

Service Area	Annual Hours
Greater Boston	4,200
Cambridge and South Shore, Cape Cod, and Martha's Vineyard	4,000
Western Massachusetts	4,150

Optional Midnight Service:

The lights for customers selecting this option will turn off at midnight, and the kWh-based charges for street and security lighting service will be reduced accordingly. Customers shall pay an upfront charge for the incremental cost of controls required to be installed by the Company to provide this service. Such control equipment shall normally be installed during group re-lamping. When such installation is not performed during group re-lamping, the upfront charge shall also include the additional cost of labor associated with the installation. Other costs, such as traffic control, are not included in these charges, and will be charged to the customer as per standard Company practice.

This option is available to customers who elected this service prior to February 1, 2018.

The Company reserves the right of final determination of wattage and operating period for unmetered loads.

SPECIAL PROVISIONS

- 1. For existing locations with colonial style mercury vapor post-top lighting service at 4,200 lumens and 121 watts served as of August 1, 1979 in qualifying underground residential developments in the South Shore, Cape Cod, and Martha's Vineyard service area, the following charges shall apply:
 - a. A charge of \$22.41 per month shall apply where the Company furnished and installed and owns and maintains the post-top lighting fixtures, poles, and associated equipment and the distance from the power source is 5 feet or less.
 - b. A charge of \$23.18 per month shall apply where the Company furnished and installed and owns and maintains the post-top lighting fixtures, poles, and associated equipment and the distance from the power source is 5 to 100 feet.

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STREET AND SECURITY LIGHTING

RATE S-1

- c. A charge of \$9.22 per month applies where the Customer furnished and installed at his own expense the post-top fixtures, poles, and associated equipment, and the Company owns and maintains said facilities and the distance from the power source is 5 feet or less.
- d. A charge of \$9.75 per month applies where the Customer furnished and installed at his own expense the post-top fixtures, poles, and associated equipment, and the Company owns and maintains said facilities and the distance from the power source is 5 to 100 feet.
- 2. For lighting units in the Cambridge service area that were installed prior to December 1, 1985 on a standard pole with an underground service connection, and the Company installed and owns and maintains the standard pole, underground cable, conduit, manholes and sub-base, a charge of \$21.50 per month shall be added to the luminaire charge under this rate schedule.
- 3. For street lighting units in the Cambridge service area that were installed prior to December 1, 1985 on a standard pole where the Customer furnished and installed and owns and maintains the conduit, manholes, and sub-base, a charge of \$5.75 per month shall be added to the luminaire charge under this rate schedule.
- 4. For lighting units in the South Shore, Cape Cod, and Martha's Vineyard service area that were installed prior to January 31, 1989 on a metal pole with an underground service connection and the Company installed and owns and maintains the metal pole assembly, underground cable, conduit, manholes, and sub-base, a charge of \$7.56 per month shall be added to the luminaire charge under this rate schedule.
- 5. In the City of Springfield, a charge of \$46.95 per month shall apply where the Company furnished and installed and owns and maintains the premium decorative 140-watt LED teardrop-style lighting fixtures. An additional charge of \$26.83 shall apply where the Company furnished and installed a premium decorative metal pole to support the lighting fixture.

SERVICE AND SUPPLY OF FACILITES

- 1. For overhead-connected services, the Company will provide a standard lighting unit and a single span of overhead secondary wire if such span is necessary. All other construction costs will be at the expense of the Customer.
- 2. For underground-connected services, the Company will provide a standard lighting unit. All underground distribution facilities required to supply street and security lighting service will be at the expense of the Customer.

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STREET AND SECURITY LIGHTING

RATE S-1

GENERAL CONDITIONS

- 1. Service under this rate is contingent upon Company ownership and maintenance of street and security lighting facilities. The Company shall specify standard street and security lighting equipment to be utilized for providing service hereunder. All poles, lamps, brackets, luminaries and related equipment shall be furnished and maintained by the Company, except in the instance of poles or luminaries furnished, installed and maintained by and at the expense of the Customer. All energy and normal renewal of lamps shall be furnished and controlled by the Company at its expense. Broken, cracked, and damaged lamps and other equipment shall be replaced by the Company at the customer's expense.
- 2. All street and security 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 street and security lighting installation, the Company does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of said installation.
- 3. The Company will require that Customers who terminate service or request temporary service, or the removal of street and security lighting units without replacement or changes in the sizes, types or locations of street and security 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. The undepreciated costs shall be determined based upon the actual age of such equipment as determined by the Company. However, all incandescent lighting units shall be exempt from this provision.
- 4. The Company shall use its best efforts to replace existing lights with LED within a reasonable length of time after receipt of the written notice requesting such replacement. 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.
- 5. 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 three (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.
- 6. Street and security lighting units furnished under this rate schedule shall be subject to all applicable charges hereunder, except that, in the event any lighting unit is not lighted for a period exceeding three (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.

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STREET AND SECURITY LIGHTING

RATE S-1

- 7. 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 charges, at the option of the Company.
- 8. Where temporary service is desired, the Customer shall reimburse the Company for its costs of installing and removing street and security lighting facilities.
- 9. The Customer grants the Company the right to enter and use the Customer's premises at all reasonable times for the installation, maintenance and removal of its facilities, including the right to cut and trim the trees and bushes wherever necessary. The Company shall not be required to move its facilities to another location on the Customer's premises except at the Customer's expense.
- 10. Customer requests to relocate lighting units, regardless of age, will be provided solely at Customer expense. Alternatively, the Customer may also terminate service at the old location and apply for new service. The Customer will also pay the cost of removal of such installation. If temporary service is desired, the Customer will be required to pay the cost of installation and removal and in such case the Customer may terminate service by giving ten (10) days' notice in writing.

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 payable upon presentation of the Company's bill.

TERM

Lighting units are installed by the Company for use at this rate on the basis of permanent service. The Company or the Customer may terminate permanent delivery service by giving at least ninety (90) days notice in writing.

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M.D.P.U. No. 45E Cancels M.D.P.U. No. 45D

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

AVAILABILITY

Street and security lighting service under this rate schedule is available for street and security lighting installations owned by any city, town, or other public authority, herein referred to as the Customer. 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.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time Distribution: As per M.D.P.U. No. 1 as in effect from time to time Transition: As per M.D.P.U. No. 1 as in effect from time to time Transmission: As per M.D.P.U. No. 1 as in effect from time to time

Supplier Services: (Optional)

Basic 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 provisions:

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transition Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge
Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management

Miscellaneous Charges

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

METER READING AND DETERMINATION OF MONTHLY KWH

The Company shall have the right to inspect and make tests of the Customer's equipment in connection with the determination of wattage and operating period for billing purposes. The Customer shall give the Company prior written notice of changes in the wattage and operating period of installed equipment. In a case in which it is not practicable to determine by meter the kilowatts-hours (kWh) supplied, the charge for the monthly kilowatt-hours supplied shall be determined on the basis of an annual burn hour schedule. The lights for customers under this service will turn on between dusk and dawn, based on the annual hours listed below:

Service Area	Annual Hours
Greater Boston	4,200
Cambridge and South Shore, Cape Cod, and Martha's Vineyard	4,000
Western Massachusetts	4,150

If, in the case of unmetered service, the standard dusk-to-dawn service schedule is being exceeded, as is commonly the case with a fire alarm unit, the charge for the kilowatt-hours supplied in any month shall be determined on the basis of the rated wattage of the light sources and auxiliaries connected at the beginning of the month multiplied by the average monthly burning hours of an 8,760 hours per year schedule, unless a determination of an operating period of shorter duration is made by the Company, in which case the average monthly burning hours of such annual lighting schedule shall be substituted for the 8,760 hours per year schedule.

Optional Midnight Service:

The lights for customers selecting this option will turn off at midnight, and the kWh-based charges for street and security lighting service will be reduced accordingly. Customers shall pay an upfront charge for the incremental cost of controls required to be installed by the Company to provide this service. Such control equipment shall normally be installed during group re-lamping. When such installation is not performed during group re-lamping, the upfront charge shall also include the additional cost of labor associated with the installation. Other costs, such as traffic control, are not included in these charges, and will be charged to the customer as per standard Company practice.

This option is available to customers who elected this service prior to February 1, 2018.

The Company reserves the right of final determination of wattage and operating period for unmetered loads.

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

Customer Controlled Lighting

Where lighting controls that meet the current ANSI C12.20 standard have been installed that allow for variation from the Company's annual burn hour schedule, the Customer must provide verification of such installation to the Company and a schedule indicating the wattage ratings expected to serve lights subject to the Customer's control and operation. Upon installation and at any time thereafter, the Customer must also provide the Company access, either directly or indirectly, to the data from the Customer's control system in order for the Company to verify the measured energy use of the lighting systems and modify the billed usage as appropriate on a prospective basis. The schedule of wattage ratings may be revised once per year at the request of the Customer. However, it is the Customer's responsibility to immediately notify the Company of any planned or unplanned changes to its scheduled usage to allow for billing adjustments as may be needed.

The charge for the monthly kilowatt-hours shall be determined on the basis of the wattage ratings of the light sources and installed control adjustments established at the beginning of the billing period multiplied by the average monthly hours of the annual burn hour schedule. The wattage ratings shall allow for the billing of kilowatt-hours according to the schedule submitted by the Customer to the Company and reflect any adjustments from the lighting control system including, but not limited to, fixture tuning, dimming, variable dimming, and multiple hourly schedules.

GENERAL CONDITIONS

- The Customer shall be responsible for specifying the type and size (wattage and lumen ratings) of 1. lighting fixtures.
- 2. Customer shall plainly mark Customer-owned street and security lighting lamppost for the purpose of ownership identification. All street and security lighting 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 street and security lighting facilities which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system.
- A meter will be required on all installations for traffic signals if more than one lamppost is 3. connected.
- 4. If an installation of Customer-owned street and security lights requires the removal of Companyowned street and security lighting units, the provisions in Rate S-1, as it exists from time to time, shall apply.
- 5. Street and security lighting service shall not be furnished under both Rate S-1 and Rate S-2 in the same area. An area may be defined as follows: (a) Service locations on public ways that may be shown to be within the lines of a geometric figure. These lines will be other public ways. (b) An

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

adjoining portion of a public way that may be shown within the lines of a geometric figure.

- 6. The Customer shall pay all construction costs for the relocation, replacement, or substitution of existing service associated with the replacement or modification of existing Customer-owned lighting systems. The Customer shall also pay all construction costs for each Customer-owned lighting system each time the street and security lighting unit is transferred to a new pole because of the replacement of an existing pole due to damage or accident.
- 7. The Customer will furnish, install, and maintain a suitable enclosure for housing the Company's metering equipment as well as a suitable switching or disconnecting device in accordance with the Company's standard practices as adopted from time to time.
- 8. Execution of a license agreement between the Customer and the Company and any joint owner(s) of the poles is required for all Customer-owned street and security light equipment installed on Company poles, such license not to be unreasonably withheld by the Company.
- 9. The Customer has the responsibilities and obligations associated with ownership and maintenance of the street and security lighting equipment served under this tariff. For all street and security light equipment installed on Company poles, 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 operations of the street and security lighting equipment, except as such damages, claims or liabilities are based on the Company's negligence, 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 circumstances shall the Company have the obligation to maintain equipment sold to the Customer absent the execution of a separate agreement for maintenance. All equipment purchased pursuant to M.G.L. c. 164 §34A shall be on an as is basis without any warranty, whether express or implied.
- 10. The Customer shall notify the Company thirty (30) days prior to any changes in street and security lighting inventory. Such notice is necessary to provide for adequate safety and reliability of the Company's distribution circuits and to ensure that the Company will bill the Customer accurately. The Company will perform random confirmation of burning lights in a municipality to ensure accuracy.
- 11. In the event that a Customer who owns street and security lighting equipment chooses to terminate its ownership, the Company is under no obligation to accept (via purchase or any other means), maintain or operate the Customer's street and security lighting equipment, nor to offer the Customer street and security lighting service except under the terms of the appropriate Company-owned street and security lighting tariffs in effect at the time. If in the above event the street and security lighting equipment does not conform to the Company's standards, the Customer shall remove its non-standard equipment at the Customer's expense and either replace the non-standard equipment with standard equipment again at the Customer's expense or discontinue service for the non-standard equipment.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 45E Cancels M.D.P.U. No. 45D

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

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 payable upon presentation of the Company's bill.

TERM

The Customer may terminate delivery service on or after the expiration of such specified term of service by giving at least ninety (90) days notice in writing.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 46B Cancels M.D.P.U. No. 46A

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BASIC SERVICE

DEFINITIONS

"Basic 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 this tariff.

"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.

"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" or "Company" shall mean NSTAR Electric Company d/b/a Eversource Energy.

"Distribution Service" shall mean the delivery of electricity to the Customer 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.P.U." shall mean the Massachusetts Department of Public Utilities.

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

AVAILABILITY

Basic Service shall be available to any Customer 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.

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BASIC SERVICE

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 BASIC SERVICE

Basic Service may be initiated in any of the following manners:

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

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BASIC SERVICE

BASIC SERVICE RATES

A. <u>Two Rate Options</u>

There are two rate options available to Customers on Basic Service. M.D.P.U. No. 1 and M.D.P.U. No. 2 sets forth the rate options for each rate class in Eastern Massachusetts and Western Massachusetts, respectively, 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. <u>Initial Applicable Option</u>

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.

For customers in Eastern Massachusetts:

- (i) residential Customers in rate classes R-1, R-2, R-3 and R-4.
- (ii) small commercial & industrial Customers in rate classes G-1, T-1, G-4, G-5, G-6 and G-7

For customers in Western Massachusetts:

- (iii) residential Customers in rate classes R-1, R-2, R-3 and R-4
- (iv) small commercial & industrial Customers in rate classes 23, 24, and G-1

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.

For customers in Eastern Massachusetts:

- (i) medium and large commercial & industrial Customers in rate classes G-2, G-3 and WR
- (ii) street lighting Customers in rate classes S-1 and S-2.

For customers in Western Massachusetts:

- (iii) medium and large commercial & industrial Customers in rate classes G-2, T-4, G-3 and T-5
- (iv) street lighting Customers in rate classes S-1 and S-2.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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BASIC SERVICE

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. <u>Timing of Any Switch to a Different Option</u>

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 Prices

The Company will file a revised M.D.P.U. No. 1 and M.D.P.U. No. 2 for the upcoming pricing prior to the expiration of the current period for which prices have been approved by the Department.

F. <u>Calculation of Fixed and Variable Pricing Option</u>

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.

G. <u>Billing Adjustment when Leaving Basic Service</u>

Customers served through the Company's large C&I or street lighting rates 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 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 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. The Company shall not make this billing adjustment for Customers served through the Company's residential or small C&I rates.

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BASIC SERVICE

BASIC SERVICE COST ADJUSTMENT

The Basic Service Cost Adjustment shall include the following costs associated with Basic Service:

A. Basic Service Bad Debt Costs, calculated as follows:

For Eastern Massachusetts

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

where:

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

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

For Western Massachusetts

Basic Service Bad Debt Costs = the actual uncollectible component associated with the provision of Basic Service

The billed Basic Service bad debt expense will be compared to the actual Basic 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. A working capital allowance.
- C. Annual administrative costs of \$10,360.
- D. Cost of the design and implementation of competitive bidding process, including evaluation of supplier bids and contract negotiations, ongoing administration, including Billing System changes, Website Update and legal support and execution of contracts with suppliers, including accounting activities necessary to track payments made to suppliers. Annually, these costs shall be \$874,464.

Annually, the costs in C. and D. above sum to \$884,824 and shall be fixed until the next general distribution rate case in which the Company proposes or the M.D.P.U. directs the removal of Basic Service-related costs, or unless otherwise proposed to be adjusted by the Company, subject to approval by the M.D.P.U. However, at such time that the migration of the Company's customers from Basic Service to competitive supply increases to a significant level as compared to the level at the time these

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BASIC SERVICE

costs were developed, the costs detailed above may be adjusted to reflect the decline in Basic Service customers.

The Basic Service Cost Adjustment shall also include the recovery of the settlement costs associated with the unsubscribed energy portion of the NSTAR Green program wind contracts in accordance with the M.D.P.U.'s Order in D.P.U. 13-80, dated December 16, 2014.

Please refer to M.D.P.U. Nos. 1 and 2, Summary of Electric Service Delivery Rates, for the effective price of the Basic Service Cost Adjustment.

BILLING

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

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 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, Basic Service shall be terminated concurrent with the Customer's subsequent scheduled meter read date.

There shall be no fee for terminating Basic Service.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 47D Cancels M.D.P.U. No. 47C

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BASIC SERVICE COST RECONCILIATION

The prices in all the rates of the Company are subject to adjustment to reflect the power purchase costs incurred by the Company in arranging Basic Service that are not recovered through the Basic Service rate.

On an annual basis, the Company shall reconcile its total cost of purchased power for Basic Service supply against its total Basic 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, through a Basic Service Cost True-Up Factor ("BSTF"). Interest shall be calculated on the average monthly reconciling balance using the customer deposit rate. For purposes of the above reconciliation, total purchased power revenues shall mean all revenues collected from Customers through the Basic Service rate for the applicable 12-month reconciliation period together with payments or credits from suppliers, including uncollected prior period balances in the Basic Service account.

Effective January 1, 2023, the reconciliation amount calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator as shown below.

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

^{*}Percentages may not total to 100% due to rounding

The rates for the BSTF, shall be as referenced in M.D.P.U. No. 1, as in effect from time to time.

The calculation of the Basic Service Cost True Up Factor shall be subject to the review and approval of the Department.

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M.D.P.U. No. 48 Cancels M.D.T.E. No. 105 Cancels M.D.T.E. No. 205 Cancels M.D.T.E. No. 305 Cancels M.D.P.U. No. 1028B

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TRANSMISSION SERVICE COST ADJUSTMENT

The Transmission Service Cost Adjustment shall recover from Customers taking transmission service under the Company's rates, the charges under the Company's transmission tariffs approved by the Federal Energy Regulatory Commission, or charges billed to the Company by any other transmission provider, and by other regional transmission or operating entities, such as NEPOOL, a regional transmission group (RTG), an independent system operator (ISO), or other regional body, in the event that they are authorized to bill the Company directly for their services and shall include any other charges relating to the stability of the transmission system that the Company is authorized to recover from retail Customers by order of the regulatory agency having jurisdiction over such charges. However, under no circumstances shall such charges recover costs which are collected by the Company in some other rate or charge.

The Transmission Service Cost Adjustment 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. If actual costs and revenues are unavailable for any month, said costs or revenues shall be estimated, subject to later adjustment, for purposes of the foregoing calculation.

Any adjustment of the Transmission Service Cost Adjustment factor shall be in accordance with a notice filed with the Massachusetts Department of Public Utilities (the "M.D.P.U.") setting forth the amount of the proposed new factors, the amount of the increase or decrease, and the effective delivery service rates as adjusted to reflect the new factors. 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 M.D.P.U. may authorize.

The operation of this Transmission Service Cost Adjustment clause is subject to Chapter 164 of the General Laws.

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M.D.P.U. No. 49A Cancels M.D.P.U. No. 49

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TRANSITION COST ADJUSTMENT

The Transition Cost Adjustment shall recover on a fully reconciling basis from all NSTAR Electric Company d/b/a Eversource Energy (the "Company") retail Customers taking service under the Company's rates all of the Company's stranded investment as set forth in (1) the former Boston Edison Company's Settlement Agreement, (2) the former Cambridge Electric Light Company's Electric Restructuring Plan, (3) the former Commonwealth Electric Company's Electric Restructuring Plan, and (4) the former Western Massachusetts Electric Company's Electric Restructuring Plan, each as approved by the Massachusetts Department of Public Utilities ("M.D.P.U."). A copy of said Settlement Agreement and Electric Restructuring Plans and the M.D.P.U.'s approval thereof is on file with the M.D.P.U..

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the M.D.P.U. setting forth the amount of the applicable Transition Cost Adjustment, the amount of the increase or decrease and the effective delivery charge in the Company's rates as adjusted to reflect 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 M.D.P.U. may authorize.

The operation of this Transition Cost Adjustment clause is subject to Chapter 164 of the General Laws.

Issued by: Craig A. Hallstrom

President

Filed: Effective:

February 16, 2018 March 1, 2018

M.D.P.U. No. 50D Cancels M.D.P.U. No. 50C

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ENERGY EFFICIENCY CHARGES

1.01 Purpose

The purpose of this tariff is to provide the Company a mechanism to adjust, on an annual basis and subject to the jurisdiction of the Department, its rates for customers of distribution service to recover all costs associated with energy efficiency and to reconcile energy efficiency revenue amounts included in the Company's distribution rates with the total expense amounts for energy efficiency programs booked by the Company or a municipal aggregator with a Department of Public Utilities approved energy efficiency plan in the Company's service territory ("Municipal Aggregator").

1.02 **Applicability**

The Energy Efficiency Charge is comprised of two components to be billed on a monthly basis: a System Benefits ("SBC") charge of \$0.00250/kWh pursuant to G.L. c. 25, § 19(a); Guidelines, § 2.16 and an Energy Efficiency Reconciliation Factor ("EERF"). The SBC and EERF shall be applicable to all firm electricity, as measured in kilowatt-hours ("kWhs"), delivered by the Company under retail tariffs unless otherwise designated.

Where applicable, a separate EERF shall be calculated and charged to: (a) the Company's distribution customers in municipalities not served by a Municipal Aggregator, and (b) the Company's distribution customers in municipalities served by the Municipal Aggregator. Each EERF shall be applicable to all firm distribution of electricity to such customers, as measured in kilowatt-hours ("kWhs"), delivered by the Company unless otherwise designated. In Eastern Massachusetts, the EERF shall be included in the Energy Efficiency Charge for billing purposes.

The calculation of the EERF, as set forth in Section 1.04, for a Municipal Aggregator shall exclude the Lost Base Revenue ("LBR") element of the formula.

1.03 Effective Date

The date on which the annual EERF becomes effective shall be the first day of July of each calendar year, unless otherwise ordered by the Department.

1.04 <u>EERF Formulas</u>

$$\begin{split} & EERF_R = (EEE_R \ + LBR_R - SBC_R - OR_R + PPRA_R + I_R)/FkWh_R, + EERF_{LI} \\ & EERF_{CI} = (EEE_{CI} \ + LBR_{CI} - SBC_{CI} - OR_{CI} + PPRA_{CI} + I_{CI})/FkWh_{CI}, + EERF_{LI} \end{split}$$

Where

LI = Low Income customer class

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ENERGY EFFICIENCY CHARGES

R = Residential customer class

CI = Commercial & Industrial customer class

EERF = The annual Energy Efficiency Reconciliation Factor applicable in the recovery year

EEE = The forecasted total Energy Efficiency expenditures in the recovery year as included in the Company's or Municipal Aggregator's Energy Efficiency plan budget, including program planning and administration costs; marketing costs; sales, technical assistance, and training costs; evaluation and market research costs; customer incentives and rebates; and performance incentives.

LBR = The Lost Base Revenues to be retained by the Company for the year prior to the recovery year as determined by multiplying: (a) annual incremental kWh savings resulting from Energy Efficiency programs by (b) each respective rate category recovery rate, both as approved by the Department pursuant to the established Guidelines § 4.1.2, 3.3.1. Lost Base Revenues shall be determined and recovered only from the Company's Eastern Massachusetts customers. LBR shall be set to zero for the Company's Western Massachusetts customers. The Company will cease to recover the Lost Base Revenues associated with energy efficiency actions taken on or after February 1, 2018.

SBC = The forecasted revenues collected from the System Benefits charge for the recovery year

OR = Forecasted Other Revenues for the recovery year to be collected by the Company or Municipal Aggregator 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.

PPRA = The Past Period Reconciliation Amount defined as (a) the difference between (1) the amounts actually expended for the previous years for Energy Efficiency programs as approved by the Department for the Company or Municipal Aggregator and (2) the revenues actually collected for the Company or Municipal Aggregator in previous years for Energy Efficiency programs as approved by the Department, and (b) the amortization of the applicable deferral balances from 2016 through 2018 over three years as approved by the Department in D.P.U. 19-62-A.

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ENERGY EFFICIENCY CHARGES

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 = Interest at the customer deposit rate for the recovery year based on monthly under/over recovery balances.

FkWh= The Forecasted kWh defined as the forecasted amount of electricity to be distributed, as applicable, to either: (a) the Company's distribution customers exclusive of customers in municipalities served by a Municipal Aggregator for the recovery year; or (b) the Company's distribution customers in municipalities served by the Municipal Aggregator for the recovery year.

The EERF_{LI} shall be based on the Low Income Revenue Requirement ("LIRR") as follows:

$$LIRR = (EEE_{LI} + LBR_{LI} - SBC_{LI} - OR_{LI} + PPRA_{LI} + I_{LI})$$

Effective January 1, 2023, the LIRR shall be allocated to each customer class by applying the Base Distribution Revenue Allocator as shown below.

Customer Class	Base Distribution Revenue Allocator
Residential	53.156%
Commercial & Industrial	46.844%

The $EERF_{LI}$ for both the Residential and Low Income customer classes will be equal to the Residential and Low Income classes' allocated share of the LIRR divided by the FkWh for this combined class. The $EERF_{LI}$ for the Commercial and Industrial customer class shall be equal to its allocated share of the LIRR divided by the FkWh for that customer class.

1.03 Reconciliation

The Company shall reconcile actual expenditures incurred for Energy Efficiency programs approved by the Department of Public Utilities (the "Department") for the Company or for a Municipal Aggregator that differ from the revenues collected from the SBC through the EERF calculated separately for the Residential, Residential Low-Income and Commercial & Industrial ("C&I") customer classes.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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ENERGY EFFICIENCY CHARGES

1.04 <u>Information Required to be Filed with the Department</u>

The EERF shall be established as part of the Company's Energy Efficiency Three-Year Plan approval process. Annually, a full reconciliation and adjustment for any over- or under-recoveries occurring under the prior year's adjustment shall be filed with the Department. Any required adjustment as a result of the annual reconciliation is subject to approval by the Department. Such filing shall include preliminary reconciliation data for the year in which the filing is made, with actual not estimated reconciliation amounts to be submitted the subsequent year. Additionally, the Company or Municipal Aggregator, as appropriate, will file with the Department a complete list by (sub)account of all Energy Efficiency accounts claimed as recoverable through the EERF over the relevant calendar year. This information will be submitted with each annual EERF filing, along with complete documentation of the reconciliation-adjustment calculations.

1.05 <u>Customer Notification</u>

The Company will notify customers in simple terms of changes to the EERF, including the nature of the change and the manner in which the EERF is applied to the bill. In the absence of a standard format, the Company will submit this notice for approval at the time of each EERF filing. Upon approval by the Department, the Company must immediately distribute these notices to all of its distribution customers either through direct mail or with its bills.

1.06 Regulatory Authority

This tariff is governed by the provisions of G.L. c. 164, §§ 76 and 94; 220 C.M.R. 5.00 et seq.; the Green Communities Act, Chapter 169 of the Acts of 2008; G.L. c. 25, § 19(a) and (b); G.L. c. 25, § 21(b)(2)(vii); the Department's final decision in D.P.U. 08-117 and any subsequent orders of the Department in furtherance thereof or related thereto.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 51 Cancels M.D.T.E. No. 108 Cancels M.D.T.E. No. 208 Cancels M.D.T.E. No. 308 Cancels M.D.P.U. No. 1031C

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RENEWABLE ENERGY CHARGE

PURPOSE

The purpose of the Renewable Energy Charge is to provide funding to the Massachusetts Renewable Energy Trust Fund.

APPLICABILITY

The Renewable Energy Charge is applicable to all of the Company's retail delivery tariffs and shall be billed on a uniform per kilowatt-hour basis.

RATES

The Renewable Energy Charge shall be \$0.00050 per kWh.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 52 Cancels M.D.T.E. No. 155 Cancels M.D.T.E. No. 256 Cancels M.D.T.E. No. 354

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OFF CYCLE METER READ FOR SWITCH OF SUPPLIER

AVAILABILITY

This service is subject to the Company's ability to render such service.

CHARACTER OF SERVICE

The Company will perform an Off Cycle Meter Read at the request of a Customer to facilitate the transfer of generation service between Basic Service and Competitive Supplier generation service. The Customer agrees to pay the Off Cycle Meter Read Charges listed below for each requested off cycle meter read performed by the Company.

CHARGES

\$101.25 per meter read

TERMS AND CONDITIONS

The Company's schedule of Terms and Conditions, as in effect from time to time, shall apply to this service to the extent that they are not inconsistent with the specific provisions of this schedule. For purposes of applying provisions regarding the next scheduled meter read date in the following Company tariffs: (1) Terms and Conditions - Competitive Suppliers and Competitive REA Suppliers (Eastern Massachusetts); (2) Terms and Conditions - Competitive Suppliers (Western Massachusetts) and (2) Basic Service, the next scheduled meter read date shall be determined by the Company and the Customer in accordance with service hereunder.

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President

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 53 Cancels M.D.T.E. No. 151 Cancels M.D.T.E. No. 152 Cancels M.D.T.E. No. 251 Cancels M.D.T.E. No. 351 Cancels M.D.T.E. No. 352 Cancels M.D.T.E. No. 352 Cancels M.D.P.U. No. 1038B Cancels M.D.P.U. No. 1037D

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OPTIONAL LOAD DATA SERVICE

AVAILABILITY

The Company will provide (upon authorized request) Load Data Services for Customers or Competitive Suppliers with non-recording or recording type interval load data meters.

SERVICE OPTIONS

The Customer / Supplier may request any of the following load data options_from the Company. Data for recording type interval load data meters will normally be in 15-minute intervals since the Company metering records the Customer's load in 15-minute kWh quantities.

A. Interval Load Data Access:

- 1. <u>Historical Interval Load Data Requests</u>: The Company will provide a Customer's historical interval data to the Customer or to the Supplier with the Customer's consent via E-Mail or normal mail. This option is only available if the meter in question is capable of providing interval data. The default format of the file will closely match the Comma Separated Value (CSV) format.
- 2. <u>Energy Profiler Online:</u> The Company will post a snapshot of all available interval data for a maximum of one year's worth of historical data to an Internet server, designated by the Company. The Customer/Supplier is responsible for downloading the output file containing the interval data. Access to the data will be provided for a period not longer than one month.
- 3. <u>Energy Profiler Online Subscription:</u> The Company will post the monthly interval data files to an Internet server, designated by the Company. The Customer/Supplier is responsible for downloading the output file containing the interval data. The default format of the file will closely match the Comma Separated Value (CSV) format.
- 4. <u>Phone Interval Data Service</u>: The Company will provide metering 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 metering equipment. The Customer, at its expense, shall arrange for the installation and operation of the telephone lines (or other mutually agreeable communications system e.g. cellular) and service

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OPTIONAL LOAD DATA SERVICE

necessary for the readings of the Customer's load. The Company will store load information on the meter for a period of thirty-five (35) days and will read the recording equipment daily or monthly remotely. If required, the data will be used for ISO reporting.

B. Load Pulse Data Access:

This option provides real time Customer load usage information which can interface to the Customer's energy monitoring or management system or external telephone access recording equipment. The Company will provide and install a pulse interface device that will be wired to the Utility meter that will supply a 3-wire "KYZ" pulse (typically a kW or kWh pulse value with multiplier) to the customer. (A second pulse for other metered quantities may be available e.g., kVAR, or kVA.

C. Special Request Load Data Services:

The Company will provide Special Request Load Data services subject to mutual agreement.

SERVICE FEES

- A. Interval Load Data Access:
 - 1. <u>Historic Interval Load Data Requests</u> Initial request covering a single calendar year is free of charge. This one time free request is only available to the customer and not for any third party companies. All third party requests will be charged \$50.00 per initial request. Subsequent customer or authorized third party requests within the same calendar year will be charged \$50.00 per request not to exceed one hour. Additional hours spent will be charged the hourly rate up to the highest 15 minute increment.
 - 2. Energy Profiler Option \$50.00
 - 3. Energy Profiler Online Subscription Service \$300 per year
- B. Load Pulse Data Access:

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OPTIONAL LOAD DATA SERVICE

1. Existing Meter: \$454.54 per request

2. With Meter Upgrade - \$847.42 per request

SPECIAL PROVISIONS

This service is provided to Customers and Competitive Suppliers.

CONDITIONS

The Competitive Supplier or third party is responsible for obtaining the Customer's authorization to release any data before any service can be rendered. Interval Data Service provides data as available and maybe a day behind or month behind current use. Load Pulse Output provides real time data but requires customer / vendor owned interface equipment be installed

REQUESTS FOR SERVICE

Supplier or Customer requests will be made through the Company's Meter Operations department. For the Energy Profiler Online service, a service agreement, in addition to the customer's authorization, provides the information Meter Operations needs to set up the online service. Meter Operations does not accept customer billing for third party requests. If the requester would like access to utility customer interval data, they must complete the service agreement online and print it.

TERMS

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.

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POWER PURCHASE

RATE P-2

AVAILABILITY

Upon written application and execution of an electric service agreement (the "QF Power Purchase Agreement") on or after August 1, 2000, this rate is available for the purchase of electricity by the Company from a qualifying facility or on-site generating facility (the "Seller") in accordance with such applicable regulations of the Massachusetts Department of Public Utilities ("M.D.P.U.") as may be in effect from time to time. This rate is subject to the Company's Standards for Interconnection of Distributed Generation (the "Interconnection Standards"), the Company's Terms and Conditions - Distribution Service and the Company's printed requirements, each as may be in effect from time to time. Nothing in this rate shall be construed to affect, modify or amend terms and conditions of any existing Qualifying Facility's contract executed prior to August 1, 2000.

CHARACTER OF SERVICE

The Company will accept delivery of 60 hertz, alternating current power at a voltage and phase compatible with its system in the vicinity of the Seller's premises.

CAPACITY PURCHASE RATE

- a) A Seller who is receiving compensation for energy delivered to the Company subject to the terms and conditions of the Power Purchase Rate herein, may be eligible to receive short-run capacity payments subject to the following conditions:
 - 1) A short-run standard QF Power Purchase Agreement between the Company and the Seller has been executed.
 - 2) The Seller complies with any and all applicable information requests, rules, and requirements of the New England Power Pool ("NEPOOL") and ISO New England, Inc. (the "ISO") that are necessary for the Seller's capacity output to be sold to the ISO power exchange.
 - 3) The Seller has a design capacity of 1 Megawatt ("MW") or greater when adjusted by demand losses.
 - 4) The Seller shall identify at least 5 business days prior to the beginning of a calendar month the capacity, adjusted by demand losses, (in MW, expressed to 2 decimals) to be bid into the ISO for said calendar month.
 - 5) The Company shall meter the output of the Seller and shall purchase a MW amount, adjusted by demand losses, equal to the lesser of (1) the minimum output in excess of the Seller's requirements for the calendar month or (2) the amount identified in 4 above for said calendar month.

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POWER PURCHASE

RATE P-2

6) The Company shall purchase the MW resulting from 5 above at rates equal to the payments received by the Company from the ISO power exchange.

ENERGY PURCHASE RATE

A Seller, who does not otherwise elect to enter into a separate contract with the Company, may be eligible to receive short-run energy payments subject to the following conditions:

- 1) A short-run standard QF Power Purchase Agreement between the Company and the Seller has been executed.
- 2) The Seller complies with any and all applicable information requests, rules, and requirements of NEPOOL and the ISO that are necessary for the Seller's energy output to be sold to the ISO power exchange.
- 3) The Seller chooses, to the extent applicable, one of the following options:

(option a):

A Seller with a design capacity of 1 MW or greater, shall have its output metered and purchased at rates, adjusted for losses, equal to the payments received by the Company from the ISO power exchange for such output for the hours in which the Seller generated electricity in excess of its requirements.

(option b):

A Seller with a design capacity greater than 60 kilowatts ("kW") but less than 1 MW shall have its output metered and purchased at rates equal to the arithmetic average of the Short-Run Rate as defined in 220 CMR 8.02 ("Short-Run Rate"), adjusted for losses, in the prior calendar month for the kilowatt-hours ("kwh") that the Seller generated in excess of its requirements.

(option c):

A Seller with a design capacity of 60 kW or less shall have its output metered and purchased at rates equal to the arithmetic average of the Short-Run Rate, adjusted for losses, in the prior calendar month for the kwh that the Seller generated in excess of its requirements.

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RATE P-2

(option d):

A Seller with a design capacity of 60 kW or less may elect to connect such equipment to the load side of the Company's meter used to measure electric energy furnished to the Seller by the Company. This arrangement will permit the Seller's generation to reduce the amount of electric energy recorded on the meter as a sale by the Company and, during times when the Seller's generation exceeds its load, to cause the meter register to run backwards. Should a Seller, in aggregate, supply more electric energy to the Company than is taken from the Company during any billing period, the Company will purchase electric energy supplied by the Seller in excess of the electric energy taken from the Company at a rate equal to the arithmetic average of the Short-Run Rate, adjusted for losses, in the prior calendar month. Further, this option (d) shall not relieve the Seller from the obligation to pay to the Company any otherwise applicable minimum charge as set forth in the Company's rate schedule applicable to electric service furnished to the Seller. Where such rate schedule does not contain a separately stated minimum charge, the minimum charge shall be deemed to be equal to the price of the first energy step of such rate schedule.

CALCULATION OF PURCHASE RATES

The short-run capacity rate and the energy purchase rate will be the hourly market clearing price for energy and the monthly market clearing price for capacity, as determined by the ISO or its successors.

TERMS OF PAYMENT

Unless the Seller elects otherwise in writing, the Company will render payment for all electricity purchased under the terms of this rate schedule by check. If the Seller so elects, the Company will credit its payment against the Seller's bill for electric service furnished by the Company. Such election may not be changed more frequently than once in any twelve-month period.

INTERCONNECTION AND METERING REQUIREMENTS

The Seller must meet all the requirements for interconnecting its equipment with the Company's system and all specifications regarding the installation of metering equipment in accordance with the Company's Standards for Interconnection of Distributed Generation, M.D.P.U. No. 55, as in effect from time to time.

SPECIAL PROVISIONS

The Company's Standards for Interconnection of Distributed Generation, as well as the Company's printed requirements, contain standards for the construction and operation of Seller's generating equipment and associated electric facilities that are designed to protect the Seller, Company personnel and the general public from undue hazards and to prevent interruption in the supply, or interference with the quality, of electric service furnished by the Company to its Customers. Accordingly, the Company reserves the right

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RATE P-2

to refuse to interconnect its system with, or to disconnect its system from, any of the Seller's facilities that in the Company's opinion do not comply with such Standards. A Seller shall comply with any and all applicable information requests, rules and requirements of NEPOOL and the ISO that are necessary for the Seller's generation output to be sold to the ISO power exchange by the Company. The Seller shall provide such information to the Company in a timely manner. In the event that a fine, penalty, or a sanction is levied on the Company by NEPOOL or the ISO as a result of the Seller's failure to comply with a NEPOOL or ISO information request, rule, or requirement, then the Seller shall be responsible for the costs of such fines, penalties, or sanctions imposed by NEPOOL or the ISO on the Company.

TERM

The term shall be as specified in the QF Power Purchase Agreement executed hereunder.

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

1.0 GENERAL

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" shall mean any distribution or transmission electric power system, other than the Company EPS, for which the stability reliability or operating characteristics may be significantly affected by the proposed Facility.

"Affected System Operator" or "ASO" shall mean the person or entity operating an Affected System.

"Affected System Owner" shall mean the person or entity owning an Affected System.

"Affected System Operator Study" or "ASO Study" shall mean an engineering study conducted by or with the oversight of an Affected System Operator and/or Affected System Owner for the purpose of determining whether a Facility may have a significant effect on the stability, reliability or operating characteristics of the Affected System and, if necessary, to determine the scope of the required modifications to the Affected System and/or the Facility to provide the requested interconnection service.

"Affiliate" shall mean a person or entity controlling, controlled by or under common control with a Party.

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"Anti-Islanding" shall mean a description of the ability of a Facility to avoid unintentional islanding through some form of active control technique.

"Interconnection Application" shall mean the notice (which will serve as the Notice of Intent to Interconnect under 220 C.M.R. §§ 8.00 et seq. when required) provided by Interconnecting Customer to the Company in the form shown in Exhibits A and C which initiates the interconnection process.

"Area EPS" shall mean 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").

"Authorization to Interconnect" shall mean an official written notification provided by the Company to the Interconnecting Customer, authorizing the Interconnecting Customer to activate and operate the Facility subject to the terms of the Interconnection Service Agreement.

"Business Day" shall be defined as the next working day, not including Saturday, Sunday or a legal holiday, after a request or application has been received by the Company.

"Certificate of Completion" shall mean the form required as proof that the installed Facility has been inspected by the local electrical wiring inspector or other jurisdictional authority.

"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, Anaerobic Digestion 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 that is a Net Metering Facility of 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.¹

"Class III Net Metering Facility" shall mean an Agricultural Net Metering Facility, Anaerobic Digestion Net Metering Facility, Solar Net Metering Facility, or Wind Net Metering Facility with a generating

Any terms used herein but not defined shall have the meaning as ascribed in the Company's Net Metering Tariff, as amended or superseded from time to time.

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capacity of more than one megawatt but less than or equal to two megawatts; provided, however, that a Class III Net Metering Facility that is a Net Metering Facility of 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.

"Common Study Area" shall mean a discrete portion of the Company EPS where the operation of multiple Interconnecting Customers' Facilities may have cumulative impacts and/or require Common System Modifications on the Company's EPS. The Company shall determine if Interconnection Applications fall within a Common Study Area. A Common Study Area may include, but is not limited to, an area that: (1) is fed from a common substation, or (2) is bounded by a circuit.

"Common System Modification" shall mean any System Modification that is required for more than one Interconnecting Customer's Facility as determined by the Company.

"Company" shall mean NSTAR Electric Company d/b/a Eversource Energy, as applicable.

"Company EPS" shall mean the distribution electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

"Compliance Documentation" shall mean and include any documentation required to determine that the Interconnecting Customer is in compliance with requirements of the Tariff, including the applications, exhibits and agreements attached thereto, and such documentation includes, as applicable: final as-built one-line diagrams, photos, witness test results, local wiring inspection approval, completed Certificate of Completion, certified relay test results, printout of inverter settings, insurance certificates, P-rate agreement, Exhibit H (retail customer agreement), landowner agreement, easements for system modifications, and, if the Facility is net metering, a completed Schedule Z, a net metering cap allocation from the System of Assurance, and, for a Facility that is included in the public net metering cap, certification from the Department that the Host Customer and all off-takers qualify as a municipality or other governmental entity.

"Conditional Approval to Interconnect" shall mean an official written notification provided by the Company to the Interconnecting Customer approving of the proposed system design of a proposed Facility and authorizing the Interconnecting Customer to test but not commence commercial operation of that Facility subject to the terms of the Exhibit A, Simplified Process Interconnection Application and Service Agreement.

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"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 for its own electricity consumption.

"Department" shall mean the Massachusetts Department of Public Utilities.

"Department DG Guidelines for Interconnection" shall mean the guidance materials for interconnection of distributed generation, as approved and published by the Department of Public Utilities.

"Detailed Study" shall mean 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 and a construction schedule for such modifications that will be required to provide the requested interconnection service.

"DG" shall mean Distributed Generation.

"DR" shall mean the Facility. This term is used in IEEE Standard 1547-2003.

"Expedited Process" shall mean, as described in Section 3.3, process steps for Listed Facilities from initial application to final written authorization, using a set of technical screens to determine impact on the Company EPS.

"Facility" shall mean 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" shall mean Federal Energy Regulatory Commission.

"Force Majeure Event" shall mean any event that is beyond the reasonable control of the affected Company or Interconnecting Customer, and that the affected Company or Interconnecting Customer 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, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. For the treatment of Force Majeure see Section 3.7.

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"Good Utility Practice" shall mean 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.

"Group" shall mean two or more Interconnection Applications for proposed Facilities (by the same or different Interconnecting Customer(s)) in a Common Study Area. The order of Interconnection Applications within a Group shall be determined on the basis of the date the Interconnection Applications were deemed complete by the Company. Reference to a Group member shall mean the Interconnecting Customer for the Facility included within the Group. Where Group consent is required by the Company, such consent shall be in writing signed by duly authorized members of each Group member, in form and substance satisfactory to the Company.

"Group Study" shall mean a single study that may be performed at the same time for a Group, instead of each Interconnection Application undergoing such study separately (either sequentially or in parallel as determined by the Company). The Company may elect to commence a Group Study before or after the Preceding Study, if any, is completed. The Group Study will produce an estimate for the cost of System Modifications to the Company's EPS within +/- 25%, or, to the extent a Group unanimously requests an extended Group Study ("Extended Group Study"), the Group Study will produce an estimate for the cost of System Modifications to the Company's EPS within +/- 15% An Extended Group Study will only be performed to the extent that a Group requests such a study by unanimous consent using the Extended Group Study Consent Form at Exhibit J.

"Impact Study" shall mean 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" shall mean 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.

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"Interconnecting Customer" shall mean the entity that owns and/or operates the Facility proposing to interconnect or interconnected to the Company EPS, with legal authority to enter into agreements regarding the construction or operation of the Facility.²

"Interconnection Service Agreement" shall mean an agreement for interconnection service, the form of which is provided in Exhibit G, between the Interconnecting Customer and the Company. The agreement also includes terms and conditions, attachments describing the Facility, system modifications, payment terms and construction schedule (if applicable) and any amendments or supplements thereto entered into by the Interconnecting Customer and the Company.

"Interconnection Tariff" shall mean these Standards for Interconnection of Distributed Generation. The Interconnection Tariff is a regulatory document enforced by the Department.

"Islanding" shall mean 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 an Interconnecting Customer or 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")" shall mean 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" shall mean the state of operating the Facility when electrically disconnected from the Company EPS on the Interconnecting Customer's side of the PCC.

"Landowner" shall mean the owner of real property where the Facility is sited. In cases where the Landowner is not the Customer or Interconnecting Customer, a Landowner Consent Agreement will be required (see Exhibit I).

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.

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"Local EPS" shall mean the premises within which are contained the Facility. This term is used in the IEEE Standard 1547-2003.

"Listed" shall mean a Facility that has successfully passed all pertinent tests to conform with IEEE 1547.1.

"Metering Point" shall mean, 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.

Nameplate, design, or generation "capacity" or "rating" shall mean the maximum continuous power output (AC) listed by the manufacturer. "NEPOOL" shall mean New England Power Pool.

"Net Metering" shall mean the process of measuring the difference between electricity delivered by the Company and electricity generated by a Class I, Class II, or Class III Net Metering Facility and fed back to the Company.

"Network Distribution System (Area or Spot)" shall mean 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" shall mean the ability of a Facility to avoid unintentional islanding through the operation of its interconnection equipment.

"NPCC" shall mean Northeast Power Coordinating Council.

"On-Site Generating Facility" shall mean 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" shall mean the state of operating the Facility when electrically connected to the Company EPS (sometimes known as grid-parallel).

"Parties" shall mean the Company and the Interconnecting Customer, and "Party" shall mean either the Company and/or Interconnecting Customer, as determined by context.

"Point of Common Coupling (PCC)" shall mean the point where the Interconnecting Customer's local electric power system connects to the Company EPS, such as the electric power revenue meter or Company's service transformer. The PCC shall be specified in the Interconnection Service Agreement.

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"Point of Delivery" shall mean 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" shall mean a point on the Company EPS where the Company delivers capacity and energy to the Interconnecting Customer.

"Pre-Application Report" shall mean, as described in Section 3.2, a non-binding report of certain information specific to a proposed Facility interconnection location provided to the Interconnecting Customer by the Company prior to the Application.

"Preceding Study" shall mean any study of an Interconnecting Customer's Facility within a Common Study Area that is in process prior to the formation of a Group. A Preceding Study shall be considered to be "in process" from the effective date of the fully executed study agreement through the effective date of a fully executed Interconnection Service Agreement. A Group Study will be considered a Preceding Study for any Interconnection Applications received after the Group Window (defined in Section 3.4.1.a.) has closed. Interconnecting Customers with a Preceding Study (that is not an on-going Group Study) shall not be required to be part of a Group or participate in a Group Study, except as set forth in Section 3.4.1.e) below.

"Public Facility" shall mean any Facility (1) that is owned or operated by a municipality or other governmental entity; or (2) that is sited on land of a municipality or other governmental entity; or (3) which for purposes of Net Metering qualifies as a Net Metering Facility of a Municipality or Other Governmental Entity.

"Qualifying Facility" shall mean 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" shall mean 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)" shall mean 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.

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- "Simplified Process" shall mean, 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.
- "Solar Facility" shall mean a facility for the production of electrical energy that uses sunlight to generate electricity and is interconnected to the Company EPS.
- "Standard Process" shall mean, as described in Section 3.4, process steps from initial application to final written authorization for Facilities that do not qualify for Simplified or Expedited treatment.
- "Supplemental Review" shall mean 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" shall mean modifications or additions to distribution-related Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer.
- "Time Frame" shall mean each step in the pertinent interconnection process with a Company or Interconnecting Customer obligation of completion within the relevant Business Days in this Interconnection Tariff beginning on the next Business Day following the completion of the prior step and concluding with the applicable deliverable in this Interconnection Tariff. The Company shall report annually to the Department on its compliance with all Time Frames as provided in Department order D.P.U. 11-75-F.
- "Transmission Owner" shall mean an entity that owns and maintains transmission facilities.
- "Unintentional Islanding" shall mean 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" shall mean the Company's right to witness the commissioning testing and/or Company-required Interconnecting Customer-owned communication system. 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:

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- 1) Interconnection Service Agreement for Expedited and Standard Process (Exhibit G) referencing Attachments 1 7 (Attachments 1-7 to be developed and included as appropriate for each specific Interconnection Service Agreement) as follows:
 - Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling
 - Attachment 2: Description of System Modifications
 - Attachment 3: Costs of System Modifications & 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 -- Exhibit H)
 - Attachment 6: Landowner Consent Agreement (to be signed by the Landowner where the DG Facility will be located when the Landowner is neither the Customer nor Interconnecting Customer --Exhibit I)
 - Attachment 7: System Modifications construction schedule
- 2) Application forms
 - a) Simplified Process (Facilities meeting the requirements of Section 3.1) application form and service agreement (Exhibit A)
 - b) Pre-Application Report Form (Exhibit B)
 - c) Expedited and Standard Process application form (Exhibit C)
- 3) Supplemental Review Agreement for those projects which have failed one or more screens in the Expedited Process (Exhibit D)
- 4) Impact Study Agreement under the Standard Process (Exhibit E)

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- 5) Detailed Study Agreement for the more detailed study under the Standard Process which requires substantial System Modifications (Exhibit F)
- 6) Agreement Between the Company and the Company's Retail Customer (Exhibit H)
- 7) Landowner Consent Agreement (Exhibit I)
- 8) Extended Group Study Consent Form (Exhibit J)
- 9) Group Study Agreement (Exhibit K)
- 10) Preceding Study Opt-Out Agreement (Exhibit L)
- 11) Schedule Z Additional Information Required for Net Metering Service

2.0 <u>BASIC UNDERSTANDINGS</u>

Interconnecting Customer intends to install a Facility on the Interconnecting 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 G 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 Interconnecting Customer nor the Customer is the Landowner, then a Landowner Consent Agreement must be signed and included as an attachment to the Interconnection Service Agreement, unless the Company, in its sole discretion, waives this requirement; see Exhibit I.

The Company is subject to the ISO New England Inc. Transmission, Markets, and Services Tariff, ISO-NE Planning Procedures and related ISO-NE agreements. Section I.3.9. of the ISO New England Inc. Transmission, Markets, and Services Tariff, as may be amended from time to time, obligates the Company to submit information to ISO-NE regarding certain additions or changes to generating and demand resources under the Company's control, including distributed generation resources, which may have a significant effect on the stability, reliability or operating characteristics of transmission facilities, or the Company's EPS. In such cases, ISO-NE and/or other Affected System Operators must examine the

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proposal and evaluate the potential for significant adverse impact on the stability, reliability or operating characteristics of any Affected Systems, and may require system modifications to any Affected Systems to avoid such adverse effect.

The interconnection of the Facility with the Company EPS must be reviewed for potential impact on the Company EPS and the EPS of potentially Affected System Operators 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 or Affected Systems 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.

The Facility should operate in such a manner that does not compromise, or conflict with, the safety or reliability of the Company EPS or any Affected Systems. 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.

The Department's DG Guidelines are an integral part of understanding the process and requirements for an Interconnecting Customer to connect a power-generating Facility to the Company EPS under this Interconnection Tariff. 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

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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 - 6, respectively, describe the Time Frames and fees for these paths. Unless otherwise noted, all Time Frames in the Interconnection Tariff reference Company Business Days.

Prior to submitting an Application through either the Expedited or Standard Process, all Interconnecting Customers with Facilities that are 250kW or greater must request and receive a Pre-Application Report from the Company. Facilities smaller than 250 kW may request and receive a Pre-Application Report from the Company. If the Pre-Application is not received within the applicable Time Frame, the Interconnecting Customer can file its Application. The Pre-Application Form is located in Exhibit B and the Pre-Application Report process is described in more detail in Section 3.2.

- 1) Simplified This is for Listed inverter-based Facilities with a power rating of 15 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 located on a spot network EPS with a rating less than 1/15 of the Interconnecting Customer's minimum load or on an areas network EPS with a rating less than 1/15 of the Interconnecting Customer's minimum load and 15 kW or less would also be eligible.
- 2) Expedited This is for Listed Facilities that pass certain pre-specified screens on a radial EPS.
- 3) <u>Standard</u> 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 have their Interconnection Applications reviewed under

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the Simplified Process or the Standard Process, depending on the proposed Facility type and/or size as described in the Interconnection Tariff. All other Interconnecting Customers must proceed through a series of screens to determine their ultimate interconnection path. Interconnecting Customers who are 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 an application and the Company will verify the circuit type.

3.1 <u>Simplified Process – Radial Distribution Circuit</u>

This process is for Interconnecting Customers using Listed single-phase inverter-based Facilities with power ratings of 15 kW or less at locations receiving single-phase secondary 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 secondary service from a three-phase transformer configuration, and requesting an interconnection on radial EPSs where the aggregate generating Facility capacity is less than 15% of feeder/circuit annual peak load and, if available, line segment. This is the fastest and least costly interconnection path.

The Simplified Process for Radial Distribution Circuits 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 completes review of all screens. When the Company verifies Facility equipment passes Screens 1, 2, 3, 4, and 5 in Figure 1 if a radial EPS, the project shall follow the Simplified Process. If a Facility fails Screen #5 in Figure 1, the Facility shall not be automatically evaluated under the Expedited Process. The Company shall have 20 Business Days to review an application where the Facility has failed screen #5 in Figure 1.

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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. The Company signature on the application approval line constitutes a Conditional Approval to Interconnect.
- d) 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.
- e) The Interconnecting Customer returns the Certificate of Completion to the Company (refer to Attachment 2 of the Simplified Process Application for the Certificate of Completion).
- f) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with its standards by arranging for a Witness Test. 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, all Compliance Documentation and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized and issues the Authorization to Interconnect. If the wiring inspection, Compliance Documentation and/or Witness Test are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required to receive the Authorization to Interconnect. The Company shall issue the Authorization to Interconnect within 5 Business Days from the Interconnecting Customer's satisfaction of the connection requirements (i.e. the wiring inspection, all Compliance Documentation, and the Witness Test) and the Company's installation of the required meter, whichever occurs later. The Interconnecting Customer has no right to operate in parallel until they have received the Authorization to Interconnect.

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h) In accordance with Section I.3.9 of the ISO New England Inc. Transmission, Markets, and Services Tariff, Facilities proceeding through the Simplified Process shall be evaluated for significant effect on Affected Systems. If Section I.3.9 is amended to require Facilities less than one megawatt to be evaluated for potential adverse impact to Affected Systems, or it is determined that the Facility, in aggregate with other generation capacity on the Company EPS, may result in an adverse impact to Affected Systems, the Company may require that the Facility be reviewed under Section 3.4(b) of the Standard Process.

If the Interconnecting Customer does not substantially complete construction within 12 months after receiving the Conditional Approval to Interconnect from the Company, the Company will require the Interconnecting Customer to reapply for interconnection. Notwithstanding the foregoing, the Interconnecting Customer's obligation to complete construction within 12 months is subject any claim of Force Majeure made by the Interconnecting Customer in accordance with, and subject to the limitations of, Section 3.7.

3.1.1 <u>Simplified Process – Networks</u>

This process is for Interconnecting Customers using Listed inverter-based Facilities where the aggregate generating Facility capacity is less than one fifteenth of the Interconnecting Customer's minimum load and requesting an interconnection on a Spot or Area Network. For Interconnecting Customers interconnecting on an Area Network, the power rating of the Listed inverter must be 15 kW or less. This is the fastest and least costly interconnection path for interconnection on a network.

The Simplified Process for Networks 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.

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- b) Company completes review of all applicable screens in Figure 2. For proposed facilities on a Spot Network, Screen 3 is not required for the review and should be bypassed. When the Company verifies Facility equipment passes all applicable Screens in Figure 2, the project shall follow the Simplified Process. The determination of minimum load is critical when connecting to network distribution systems. If the Interconnecting Customer minimum load is known, the Company shall have 30 Business Days to review an application. If there is no existing meter or the existing metering in place cannot be used to determine the minimum load, then a meter capable of recording minimum loads must be installed at the Interconnecting Customer's expense. In such cases, the Company may install an interval meter to measure 3 months of continuous customer load capturing the annual minimum load. Notwithstanding the foregoing, if the Interconnecting Customer has another type of power monitoring equipment installed at the Facility that is capable of providing minimum loads satisfactory to the Company, an interval meter would not be required. In addition, if the Company has another type of power monitoring equipment that can be installed, either at the Facility or off-site, that is capable of providing minimum loads, an interval meter will not be required. The maximum time the interval metering (or other Company approved monitoring equipment) will be used to measure the minimum load is 9 months from the point of the time the analysis was commenced. The Company can remove the interval meter at the Interconnecting Customer's expense if the Interconnecting Customer requests its removal provided the interval meter is not required for the rate the Customer takes service on when the generation Facility is installed.
- 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. The Company signature on the application approval line constitutes a Conditional Approval to Interconnect.
- d) 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.

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- e) The Interconnecting Customer returns the Certificate of Completion to the Company (refer to Attachment 2 of the Simplified Process Application for the Certificate of Completion).
- f) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with its standards by arranging for a Witness Test. 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.
- Assuming the wiring inspection, all Compliance Documentation and/or Witness Test are g) satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized and issues the Authorization to Interconnect. If the wiring inspection, Compliance Documentation and/or Witness Test are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required to receive the Authorization to Interconnect. The Company shall issue the Authorization to Interconnect within 5 Business Days from the Interconnecting Customer's satisfaction of the connection requirements (i.e. the wiring inspection, all Compliance Documentation, and the Witness Test) and the Company's installation of the required meter, whichever occurs later. In addition, the Interconnecting Customer will be required to have a load monitoring system in place to prevent the 1/15th minimum load from being exceeded pursuant to Section 6.3 and to provide annual test results of the system pursuant to Section 6.4.3. The Interconnecting Customer has no right to operate in parallel until they have received the Authorization to Interconnect.
- h) In accordance with Section I.3.9 of the ISO New England Inc. Transmission, Markets, and Services Tariff, Facilities proceeding through the Simplified Process shall be evaluated for significant effect on Affected Systems. If Section I.3.9 is amended to require Facilities less than one megawatt to be evaluated for potential adverse impact to Affected Systems, or it is determined that the Facility, in aggregate with other generation capacity on the Company EPS, may result in an adverse impact to Affected Systems, the Company may require that the Facility be reviewed under Section 3.4(b) of the Standard Process.

If the Interconnecting Customer does not substantially complete construction within 12 months after receiving the Conditional Approval to Interconnect from the Company, the Company will require the Interconnecting Customer to reapply for interconnection.

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3.2 <u>Pre-Application Reports</u>

Prior to submitting an Interconnection Application through either the Expedited or Standard Process (see Sections 3.3 and 3.4), all Interconnecting Customers with Facilities that are 250kW or greater must request and receive a Pre-Application Report from the Company. The Pre-Application Form is located in Exhibit B. The Pre-Application Report is optional at the election of the Interconnecting Customer for those Facilities that are less than 250kW. Interconnecting Customers must pay a Pre-Application Report fee depending on project size, as follows:

Project Size	Pre-Application Report Fee
< 250 kW	\$100
250 kW – 500 kW	\$250
> 500 kW	\$750

Following the request and payment of the fee for either a mandatory or optional Pre-Application Report, the Company shall provide the Report within 10 Business Days. The Company shall refund the Pre-Application Report fee paid by an Interconnecting Customer if the Company does not issue the Pre-Application Report within 10 Business Days of receipt of the fee. The Pre-Application Report produced by the Company is non-binding, and the Interconnecting Customer must still successfully apply to interconnect to the Company's EPS.

The Company shall provide the following information for the proposed Facility interconnection location in the Pre-Application Report:

- 1) Circuit voltage at the substation;
- 2) Circuit name;
- 3) Circuit voltage at proposed Facility;
- 4) Substation name;
- 5) Substation transformer rating;
- 6) Whether Single or three phase is available near site;
- 7) If single phase distance from three phase service;

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- 8) Aggregate connected Facilities (kW) by technology type on circuit and submitted complete applications of Facilities (kW) by technology type on circuit that have not yet been interconnected;
- 9) Aggregate connected Facilities (kW) by technology on the substation transformer and submitted complete applications of Facilities (kW) by technology type that have not yet been interconnected;
- 10) Whether 3V0 is deployed or scheduled for deployment on the circuit or substation;
- Whether the Interconnecting Customer is served by an area network, a spot network, or radial system;
- 12) Identification of feeders within ½ mile of the proposed interconnection site through a snapshot of GIS map or other means;
- For the nearest available feeder, the circuit rating and approximate circuit length from the proposed Facility to the substation;
- Whether the proposed Facility is likely to be on the Standard track;
- Whether an Affected System Operator has informed the Distribution Company that an ASO Study is required, or the Distribution Company is aware of an ongoing ASO Study for the proposed Facility interconnection location; and
- 16) Other potential system constraints or critical items that may impact the proposed Facility.

3.3 <u>Expedited Process</u>

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 C).
 - ii) Company acknowledges to the Interconnecting Customer receipt of the application within 3 Business Days of receipt.

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- 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 a complete review of all screens, which includes applying the screening methodology (Screens 1 through 10 in Figure 1).

The Company reserves the right to conduct internal studies if 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 a Supplemental Review that determines System Modifications, but does not require review of the Supplemental Review Screens A-C as described in Figure 1, Note 8. The Company will provide a Supplemental Review Agreement (Exhibit D). The time allocated for Supplemental Review is a maximum of 30 hours of engineering time. In all cases, the Interconnecting Customer will pay for the cost of modifications as discussed in Section 5.0

In accordance with Section I.3.9 of the ISO New England Inc. Transmission, Markets, and Services Tariff, Facilities proceeding through the Expedited Process shall be evaluated for significant effect on Affected Systems. If the results of any screens or internal studies identify potentially Affected Systems, or it is determined that the Facility, in aggregate

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with other generation capacity on the Company EPS, may result in an adverse impact to Affected Systems, the Company may require that the Facility be reviewed under Section 3.4(b) of the Standard Process.

- d) Assuming all applicable Screens are passed and System Modifications have been determined in accordance with Section 3.3(c) above, if applicable, the Company sends, within 10 Business Days, the Interconnecting Customer an executable Interconnection Service Agreement, which will include a quote for any required System Modifications and/or reasonable Witness Test costs, and a construction schedule for any required System Modifications.
- e) If one or more Screens are not passed, the Company will provide a Supplemental Review Agreement (Exhibit D); however, the Interconnecting Customer may elect to go directly to an Impact Study in the Standard Process. If the Interconnecting Customer executes the Supplemental Review Agreement, the Company will conduct the review within 20 Business Days. If the Supplemental Review determines the requirements for processing the application through the Expedited Process including any System Modifications, then the Company will offer an executable Interconnection Service Agreement that identifies System Modification requirements, reasoning, and costs for these modifications as defined in Section 5.0, as well as a construction schedule for such modifications. 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 30 hours of engineering time.
- f) If an Interconnection Application fails the Supplemental Review, the Company shall provide, in writing, the specific Screen(s) that the Application failed, including the technical reason for failure, and the data and the analysis supporting the Supplemental Review the Company shall provide the Interconnecting Customer the option to participate in a Supplemental Review results meeting. Within 5 Business Days of the Interconnecting Customer's request for a Supplemental Review results meeting, the Company shall contact the Interconnecting Customer and offer to convene a meeting at a mutually acceptable time to review the Supplemental Review screen analysis and related results to determine what modifications, if any, may permit the Facility to be connected safely and reliably without

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- requiring the Interconnection Application to be reviewed in the Standard Process, including conducting an Impact Study.
- g) The Company will provide the Interconnecting Customer with an Interconnection Service Agreement for signature. Time Frames for signing the Interconnection Service Agreement are specified in Section 3.6.2.
- h) If the Interconnecting Customer executes the Interconnection Service Agreement, the Interconnecting Customer will pay costs associated with System Modifications in accordance with the time frames specified in Section 3.6.2.
- Interconnecting Customer completes installation and, upon receipt of payment in full, the Company completes System Modifications, if required, within the mutually agreed upon Time Frame provided in the System Modifications construction schedule in the Interconnection Service Agreement.
- j) Interconnecting Customer sends Certificate of Completion to Company. See Attachment 2 of the Interconnection Application.
- k) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. The Company is obligated to complete this Witness Test within 10 Business Days of the receipt of the Certificate of Completion, and if required, Company-approved Witness Test procedure. If the Company does not inspect in 10 Business Days or by mutual agreement of the Parties, the Witness Test is deemed waived.
- 1) Assuming the wiring inspection, all Compliance Documentation and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized and issues the Authorization to Interconnect. If the wiring inspection, Compliance Documentation and/or Witness Test are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required to receive the Authorization to Interconnect. The Company shall issue the Authorization to Interconnect within 5 Business Days from the Interconnecting Customer's satisfaction of the connection requirements (i.e. the wiring inspection, all Compliance Documentation, and the Witness Test) and the Company's installation of the required meter, whichever occurs later. The

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Interconnecting Customer has no right to operate in parallel until they have received the Authorization to Interconnect.

m) An Interconnecting Customer's Interconnection application may only be moved from the Expedited Process to the Standard Process if the application fails a Screen in Figure 1 or 2 or the Supplemental Review of an application that failed a Screen in Figure 1 or 2 exceeds 30 hours of engineering time, or the Interconnecting Customer elects to go directly to the Standard Process.

3.4 <u>Standard Process</u>

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 C).
 - 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.

The Standard Process is as follows:

a) The Company will conduct an initial review, which may include if requested, a scoping meeting/discussion with the Interconnecting Customer to review the application. From the initial review, the Company will provide pertinent information such as:

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- 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;
- Whether the Facility may require an ASO Study;
- If the application is subject to the Pre-Application Report requirement in Section 3.2, the Pre-Application Report may, as necessary, be discussed at the initial review.
- 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 with the Interconnecting Customer, the Affected System Operator and/or the Affected System Owner 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 Company will, when such information becomes available, communicate to the Interconnecting Customer the plan for conducting the ASO Study, the responsibilities of each party, the scope of the ASO Study, the expected timeframe for completion, and the estimated cost of the ASO Study. The Interconnecting Customer will be directly responsible to the Affected System Operator and/or Affected System Owner for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems and any resulting Affected System costs to meet the Affected System Operator and/or Affected System Owner requirements, including, without limitation, modifications to the electric power system of the Affected System Operator and/or Affected System Owner and operation and maintenance costs; provided, however, the Company may, in its sole discretion, elect to include the additional ASO Study costs and/or Affected System costs in the Company's cost estimates, in which case the Company will detail the separate ASO Study costs and/or the Affected System costs and the Interconnecting Customer will pay such costs to the Company. Where the Company includes the ASO Study costs and/or Affected System costs in its agreements, the costs will be collected by the Company and passed through to the Affected System Operator and/or Affected System Owner. Interconnecting Customer shall be responsible for all actual Affected System costs necessitated as a result of the ASO requirements, none of which shall be subject to any cost caps or limitations under this Interconnection Tariff.

The Time Frames in Tables 1 through 5 will be affected if ISO-NE determines that Affected System Operator and/or Affected System Owner review is required. Where an ASO Study

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may be required, the Interconnecting Customer, after consultation with the Company, may elect to proceed with the Impact Study and the ASO Study concurrently. In the event the ASO Study determines that a concurrently completed Impact Study requires re-study due to invalidation of assumptions in the initial Impact Study, the Company will provide an amended Impact Study Agreement with a cost estimate and expected timeframe for the needed re-study. The timeframe will not exceed the timeline in Table 3 for completion of an Impact Study.

If an ASO Study is required for the Facility, the following requirements shall apply.

- i) When an Affected System Operator and/or Affected System Owner requires additional information or technical data about a Facility to conduct its study, the Company shall notify the Interconnecting Customer of this need within five Business Days of notice from the Affected System Operator or Affected System Owner. The Interconnecting Customer shall have 15 Business Days from the Company's notice to transmit the requested data to the Company or request additional time from the Company. If the Interconnecting Customer fails to provide the requested data within the allowed time, the Interconnecting Customer shall have 10 Business Days to cure the failure. If the Interconnecting Customer does not cure the failure within the prescribed time, it will lose its queue position and must reapply for interconnection, unless the Interconnecting Customer and the Company agree otherwise.
- ii) The Company will notify the Interconnecting Customer regarding any ASO Study costs within five Business Days of notification from the Affected System Operator or Affected System Owner. Once notified by the Company, the Interconnecting Customer has 15 Business Days to remit payment. If the Interconnecting Customer fails to remit payment within the prescribed time, the Interconnecting Customer has 10 Business Days to cure the failure. If the Interconnecting Customer does not cure the failure within the prescribed time, the Interconnecting Customer loses its queue position and must reapply for interconnection, unless the Interconnecting Customer and the Company agree otherwise.
- 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 Interconnecting Customer has not yet selected the generation equipment, the Interconnecting Customer has the right to ask the Company to perform an Impact Study for up to three options of the same generation type and location. However, the cost of the

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Impact Study will increase in accordance with the complexity of the requested options. Also, the Time Frame for the Impact Study will revert to a mutually agreed upon duration but not to exceed an additional one-third of the allowable Time Frame for each additional option.

- e) 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 ±25%) and a Detailed Study Agreement and cost for Interconnecting Customer's approval. For Facilities requiring completion of an ASO Study, such estimate shall not include any Affected System Owner and/or Affected System Operator costs for studies or necessary system modifications to the Affected System. The Company shall coordinate with the Affected System Operator and/or Affected System Owner and communicate to the Interconnecting Customer the ASO's estimated study and system modification costs. Interconnecting Customer shall be responsible for all actual Affected System Operator and/or Affected System Owner costs, none of which shall be subject to any cost caps or limitations under this Interconnection Tariff.
- f) Within the Standard Process are extended Time Frames applicable to Complex Facility Interconnection Applications that will require extensive System Modifications. The Company will inform the Interconnecting Customer within 20 days following the commencement of the Impact study whether the Interconnection Application shall be treated as a Complex Project under the Standard Process. The Company shall also conduct a review of the potential need for an ASO Study within 20 days following the commencement of the Impact Study and submit any necessary information to the Affected System Operator and/or Affected System Owner to request a determination.
- g) At the conclusion of the Impact Study, an Interconnecting Customer may request and sign an Interconnection Service Agreement. If an Interconnecting Customer chooses to sign an Interconnection Service Agreement following the conclusion of the Impact Study, the Interconnecting Customer agrees to be bound by the $\pm 25\%$ System Modification costs identified in the Impact Study (see 3.4(a)-(e) above). The Company will not be required to provide a construction schedule until after it completes the Detailed Study.

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- h) Once the Interconnecting Customer executes the Detailed Study Agreement and pays pursuant to the terms thereof, the Company will conduct the Detailed Study.
- i) Upon completion of any necessary studies and in the event that the Interconnecting Customer did not exercise the early Interconnection Service Agreement option above, the Company shall send the Interconnecting Customer an executable Interconnection Service Agreement, which will include a quote for any required System Modifications and reasonable Witness Test costs as well as a construction schedule.
- j) The Company will provide the Interconnecting Customer with an Interconnection Service Agreement for signature. Time Frames for signing the Interconnection Service Agreement are outlined in Section 3.6.2.
- k) If the Interconnecting Customer executes the Interconnection Service Agreement, the Interconnecting Customer will pay costs associated with System Modifications in accordance with the time frames specified in Section 3.6.2.
- 1) The Interconnecting Customer completes installation and the Company, upon receipt of payment in full, completes any required System Modifications within the mutually agreed upon Time Frame provided in the construction schedule in the Interconnection Service Agreement or Detailed Study as applicable.
- m) Interconnecting Customer sends Certificate of Completion to Company. See Attachment 2 of the Interconnection Application.
- n) Company inspects completed installation for compliance with requirements. The Company shall require a Witness Test of the Facility as approved by the Company. The Interconnecting Customer will provide a proposed Witness Test and all requisite supporting documentation for review by the Company once the Interconnecting Customer has completed the installation of the Facility. Once all requisite information has been provided by the Interconnecting Customer, the Company shall have 8 Business Days to approve the Interconnecting Customer's proposed Witness Test. The Company shall then inform the Interconnecting Customer when it has approved the Witness Test procedures. Once the Witness Test has been approved by the Company, the Interconnecting Customer will call the Company to arrange for the Witness Test. The Company is obligated to complete this Witness Test within 10 Business Days or by mutual agreement upon receipt of the Interconnecting Customer's proposed Witness Test.

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Assuming the wiring inspection, all Compliance Documentation and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized and issues the Authorization to Interconnect. If the wiring inspection, Compliance Documentation and/or Witness Test are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required to receive the Authorization to Interconnect. The Company shall issue the Authorization to Interconnect within 5 Business Days from the Interconnecting Customer's satisfaction of the connection requirements (i.e. the wiring inspection, all Compliance Documentation, and the Witness Test) and the Company's installation of the required meter, whichever occurs later. The Interconnecting Customer has no right to operate in parallel until they have received the Authorization to Interconnect.

3.4.1 Group Study Process

- a) The Company may form a Group any time it receives more than one Interconnection Application through the Expedited or Standard Process for proposed Facilities in a Common Study Area. The Company will notify Interconnecting Customers prior to the commencement of any individual Impact Study that such Interconnecting Customer's application will be processed as part of a Group ("Group Notification"). The Company may also, in its sole judgment, conduct a study for an Interconnecting Customer's Facility separate from the Group even if such Facility is within the Common Study Area. The Company will accept completed Interconnection Applications in a Common Study Area for a period not to exceed 40 days³ from the first Group Notification ("Group Window"). The Company, in its sole discretion, may close the Group Window earlier. If an application is not deemed complete within the Group Window, it will not be included in the Group, even if the application was received within the Group Window.
- b) The Interconnection Application receipt and review, and all initial screening reviews (preceding an Impact Study) ("Required Reviews"), for each potential Group member is subject to the applicable Time Frames set forth in the Interconnection Tariff, Tables 2 to 4, as applicable. The Time Frames for the Group set forth in this Section 3.4.1 may be affected

³ All Time Frames referenced in this section shall, unless otherwise noted, be measured in Business Days.

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and/or suspended if there is a Preceding Study, and as otherwise set forth in this Interconnection Tariff.

The Company shall invite all potential Group members to a Group Study scoping meeting to discuss the feasibility of the Group Study ("Scoping Meeting"). The Scoping Meeting will be set by the Company and held within 20 days of the end of the Group Window or the Company's completion of the Required Reviews, whichever is later. The Company reserves the right to add Group members after the Group Window and/or Scoping Meeting for critical or compelling business cases and all Group members will be informed immediately of the changes.

c) Group members shall have 10 days after the Scoping Meeting to notify the Company as to whether the Group member wishes to proceed. If a Group member fails to provide such notice, the Group member's Interconnection Application shall be deemed withdrawn and the Facility will not be included in the Group Study.

Within 2 days after the expiration of the above Time Frame, the Company shall provide notice to the remaining Group members that they have 5 days to opt into an Extended Group Study and provide the Company with the fully executed Extended Group Study Consent Form (Exhibit J). Group consent must be unanimous to proceed with an Extended Group Study.

The Company shall issue the Group Study agreement (Exhibit K) within 15 days of the expiration of the above Extended Group Study opt-in period. There will be no changes or modifications to the scope of the Group Study allowed once the Company sends the Group Study agreement to the Group, except as provided in subsection j) below. The Company may include an attachment to the Group Study agreement with any special conditions or requirements relating to the Group Study. Group members have 15 days to execute the Group Study agreement and submit payment of fees in a form acceptable to the Company.

d) The Company shall not be required to conduct any Group Study without receiving full payment for such study from the Group. Once each Group member executes the Group Study agreement and pays the costs thereof, the Company will conduct the Group Study in accordance with the processing Time Frames below provided, however, that the Company may exceed these Time Frames where a Group has elected the Extended Group Study. The Company will provide updates to the Group as soon as practicable if the Company's study will not be completed within the estimated Time Frames below.

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Equal to or less than 3 Interconnection Applications with an aggregate Nameplate	100 days
Capacity of equal to or less than 10 MW and estimated aggregate System Modifications less than \$1,500,000.00	
Equal to or less than 5 Interconnection Applications with an aggregate Nameplate Capacity of equal to or less than 25 MW and estimated aggregate System Modifications less than \$1,500,000.00	125 days
Over 5 Interconnection Applications, over 25 MW of cumulative Nameplate Capacity, or any Group Study with estimated aggregate System Modifications \$1,500,000.00 or more	160 days

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 with the Interconnecting Customer, the Affected System Operator and/or the Affected System Owner but not be responsible for the timing of any studies required to determine the impact of the interconnection request on other potentially Affected Systems. Provisions of this Tariff relating to the conduct of any ASO Study, including those in Section 3.4(b), shall apply to this Section 3.4.1. The Time Frames will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 megawatts ("MW") and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

e) Where there is a preceding Interconnecting Customer(s) with a proposed Facility in an area that becomes the subject of a Group Study, any individual interconnection solution(s) determined by an Impact and/or Detailed Study that would require modifications to the Company's EPS that include feeder reconfigurations or new feeders may be superseded by the Group Study interconnection solution. This shall apply when a Group Study solution is being developed as part of an ongoing Group Study (or has been determined by such Group Study) and the Company in its sole discretion, prior to the execution of the preceding Interconnecting Customer's Interconnection Service Agreement, determines that there is a compelling business, engineering, safety or reliability reason for the Group interconnection solution

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to supersede the individual solution(s). For purposes of the Company's determination under this subsection, a safety or reliability reason may include the avoidance of constructing an individual interconnection solution(s) that will materially conflict with the Group Study solution necessary to accommodate additional DG in the Common Study Area, such that the Company would be required to reconstruct, deconstruct or otherwise materially modify the individual interconnection solution(s). The Company may suspend any applicable Time Frames for the Preceding Study Interconnecting Customer until the Group Study has been completed, including the issuance of an Interconnection Service Agreement.

However, to the extent that the Company has not identified a compelling safety or reliability reason for the Group interconnection solution to supersede an individual solution(s), the Company shall provide an Interconnecting Customer that is the subject of a Preceding Study with a Preceding Study Opt-Out Agreement (Exhibit L). The Preceding Study Interconnecting Customer shall have five (5) days from the date of receipt to return the executed Preceding Study Opt-Out Agreement to the Company. If the Preceding Study Opt-Out Agreement is not executed and returned to the Company in five (5) days, the Preceding Study Interconnecting Customer shall be part of the Group.

Interconnecting Customers may be removed from the Group at any time (i) at their request by canceling the Interconnection Application; or (ii) by the Company because of non-conformance with Time Frames or other Interconnection Tariff requirements. It shall be considered a Time Frame non-conformance for any Interconnecting Customer to miss an Interconnection Tariff Time Frame deadline (including, without limitation, payments due under any applicable Group Study and/or Interconnection Service Agreement), and no Group member shall have a cure or extension period of such missed deadline under the Interconnection Tariff unless the Company and all Group members agree to such cure or extension period in writing. In the event of removal from the Group under item (ii) above, the Company will send notice to the Group member and, unless the Group member provides satisfactory evidence within 10 days that either the Group member (1) was in compliance with the Interconnection Tariff requirements prior to the Company's notice, or (2) obtained Group consent for a cure or extension period (provided, in this case, the Company has also consented), the Interconnection Application will be considered withdrawn, any study and Interconnection Service Agreement (as applicable) will be considered terminated, and the Interconnecting Customer must submit a new Interconnection Application request if they wish to proceed with a project.

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- g) Each member of the Group shall pay a percentage of the Group Study cost on the basis of the aggregated system design capacity for each applicant's Facility (in MW AC). The cost for any study(ies) that are not common shall be the sole responsibility of the Group member for whom the study(ies) are required.
- h) The Group Study shall be performed such that System Modifications, whether shared or individual, and associated costs shall be determined for the entire Group, along with allocated costs for each member of the Group. Cost allocations shall be assessed on the basis of the aggregated system design capacity for each applicant's Facility (in MW AC) for any Common System Modifications required. For purposes of Common System Modification cost allocations under this section only, and for no other purpose under the Interconnection Tariff, if an Interconnecting Customer proposes an inverter based generation Facility with an integrated energy storage system ("ESS"), and the Company, in its sole discretion, approves the Interconnecting Customer's export limiting scheme for the integrated Facility (i.e., inverter-based generation plus ESS) (if any) ("Maximum Export Capacity"), then the Common System Modification cost allocation for that Facility(ies) will be based on the aggregated system design capacity subject to the Maximum Export Capacity. The Interconnecting Customer must certify its Maximum Export Capacity and provide all necessary documentation for the Company's review prior to the commencement of the Group Study.

The cost for any System Modification(s) that are not common shall be the sole responsibility of the Group member for whom the System Modifications are required. System Modification costs associated with the Group Study shall be subject to Section 5.3 of this Interconnection Tariff. Group member(s) will be responsible to pay any third party cost associated with the interconnection directly to such third parties. The Company will not be responsible to determine cost allocation of these third party costs.

The Company shall not be required to order any of its equipment without receiving adequate payment from the Group, or initiate any construction before it has received full payment from all Group members for such work.

i) Once the Group Study is completed it shall be distributed to the Group, and the Group member(s) shall have 15 days to notify the Company whether they wish to proceed through the remainder of the interconnection process ("Notice Period"). If the Company identifies Facilities in the Group that would not require Common System Modifications independent of whether or not the other Group members' Facilities move forward with interconnection, those Interconnecting Customer(s) will move forward with the interconnection process outside of

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the Group. Provided the Group membership does not change, the Company will send an executable Interconnection Service Agreement to each Group member within 15 days of the end of the Notice Period if the Group has equal to or less than 3 Interconnection Applications, within 25 days if the Group has over 3 but less than or equal to 5 Interconnection Applications, and within 35 days if the Group has more than 5 Interconnection Applications. The Company may include conditions or requirements relating to the Group interconnection (including, without limitation, costs) in the Interconnection Service Agreement in a separate attachment and/or existing attachments.

- j) If any Group member requests a project change during the Group interconnection process, any potential need for additional information, documentation, time, fees, or the removal of that project from the Group shall be determined by the Company in accordance with Section 3.5 and the Company-specific technical standards. In addition to the requirements of Section 3.5, project changes that will delay the Group Study or the construction of Common System Modifications, or increase the cost share of such study or modifications for other members (collectively "Member Impact"), will not be allowed for any Group member unless the Company and all Group members agree to the project change(s) in writing, with the limited exception that a project change request that is solely to replace Facility equipment (in-kind, with no other requested changes) because the initially proposed equipment is no longer available will not require Group member consent ("Equipment Exception"). Project change requests will suspend the Company's Time Frame for the applicable step in the interconnection process for the Group and each individual Group member.
 - 1) A Group member will make a project change request by providing the Company with the necessary information and documentation for the Company to evaluate the project change and, except if it is an Equipment Exception, evidence of Group consent to the change request ("Change Request"). Upon receipt of a completed Change Request, the Company will, within 20 days of thereof, communicate to the Group member any study requirements, and estimated cost and time frames, if applicable ("Change Study").
 - The Group member shall notify the Company within 10 days whether it will move forward with the Change Study, which notice shall include evidence of Group consent to the Change Study (except if it is an Equipment Exception) and payment for the estimated study costs. If the Group member fails to notify the Company in accordance with this provision, the Change Request will be withdrawn, and the Company will continue to process the Group member's Interconnection Application as-is.

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- 3) If the Group member moves forward with the Change Study, the Company will provide notice to the Group member of its determination on the Change Request within 10 days after the completion of any required studies ("Change Request Determination").
 - i. A Group member with an Equipment Exception Change Request that has been approved by the Company will be responsible for any increased cost of System Modifications (common and individual).
 - ii. Except as set forth in item i. above, if the Company's determination is that the Change Request is not allowed solely because of Member Impact then the Group member requesting the project change shall either (a) obtain and deliver to the Company evidence of Group consent to the Change Request, or, (b) if the Member Impact is solely increased cost of studies and/or System Modifications, agree, at the individual Group member's sole risk, to pay the entirety of such increase in which case Group consent is not required.
 - iii. A Group member shall have 10 days from the Change Study Request Determination to notify the Company that it wishes to proceed with the Change Request and, if applicable, to comply with items ii.(a) and ii.(b). If the Group member does not meet the requirements above, the Change Request will be deemed withdrawn, and the Company will continue processing that Group member's Interconnection Application as-is.
- k) Time Frame extensions permitted under Section 3.6.2 of this Interconnection Tariff that may result in Member Impact will not be allowed for any Group member unless the Company and all Group members agree to the extension in writing. Extension requests will suspend the Company's Time Frame for the applicable step in the interconnection process for the Group and each individual Group member. A Group member will make a time frame extension request by providing the Company with evidence of Group consent to the extension request along with the necessary information and documentation for the Company to evaluate the extension request ("Extension Request"). The Company will review the completed Extension Request and, within 20 days thereof, either approve or deny the request. If the Company has denied the extension request solely because of Member Impact, the Group member requesting the extension shall have 10 days to (i) obtain and deliver to the Company evidence of Group consent to the extension request; or (ii) notice that it withdraws its request, in which case the Company will continue processing that Group member's Interconnection Application as-is (provided the Group member is in compliance with such Time Frames).

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1) To the extent that a change to the Group composition requires revised or additional studies, the remaining Group member(s) shall pay their cost, and the completion date of such study shall be re-estimated by the Company. The Company may reassess study costs and Common System Modification costs subsequent to a change in composition of the Group and any increase in such costs must be paid by the remaining Group members.

If a member ceases to belong to the Group for any reason, any payments made to the Group Study or Common System Modification cost from that member shall be non-refundable. Notwithstanding the foregoing, if all members of the Group withdraw from the interconnection process, any Group member may request final accounting of such Group member's System Modification payments pursuant to Section 5.2 of the Interconnection Service Agreement, provided, however, that the Company shall not refund any portion of such costs that have been expended or committed by the Company.

m) Group members understand and agree that the Company is authorized to share each Group member's contact information and project details, except for unredacted versions of one-line diagrams, three-line diagrams, and any other design drawings, with other members participating in the Group. Each Group member shall provide the Company with redacted copies of these diagrams and design drawings that can be shared with the Group in the Company's sole discretion. The Company may, but shall not be required to, copy all Group members on communications sent to or received from any Group member, including, without limitation, pursuant to subsections j) and k) above.

3.5 <u>Time Frames</u>

The Company and Interconnecting Customer will meet Time Frames for each step in the pertinent interconnection process. The Time Frames provided in this tariff represent a Company or Interconnecting Customer obligation of completion within the relevant Business Days in the Tariff beginning with the next Business Day following the completion of the prior step and concluding with the applicable deliverable in the tariff. All steps with a Time Frame represent a regulatory obligation of the Company where applicable and an Interconnecting Customer obligation to ensure maintaining their place in the interconnection process. Time Frames are subject to Force Majeure as provided in Section 3.7 and Parties' extensions as described in Section 3.6.2. The Time Frames in this Tariff for Facilities in an ASO Study will be put on hold for the duration of the ASO Study. ASO Study durations will be determined by the Affected System Operator and/or Affected System Owner conducting the study.

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Unless otherwise noted, all Time Frames in the Interconnection Tariff reference Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application time keeping shall commence the next Business Day following receipt of information from the Interconnecting Customer.

If an Interconnecting Customer requests a project change during the interconnection process prior to the execution of the Interconnection Service Agreement, and if the Company determines the change is "significant", the Interconnecting Customer will be required to submit a new Interconnection Application with associated fees and the revised project shall be placed at the end of the project queue. If the Company determines the change results in "moderate" alterations to the project, the Interconnecting Customer will be required to resubmit their Interconnection Application with all updated information. For proposed changes with "moderate" impacts on the project, the Company shall determine whether additional fees are required. While the Interconnecting Customer will not have to reapply and start the Interconnection Application process over, the Company will reset the Study Time Frame to the beginning, but endeavor to complete the Study earlier than that allotted time. "Significant" and "moderate" shall be defined by the Company-specific technical standards. Notwithstanding the foregoing, any changes to the Interconnecting Customer's application after an ASO Study has commenced may result in delays to the ASO Study and/or removal of the application from the ASO Study in accordance with the ASO's policies and procedures.

If the Interconnecting Customer requests that the Company study "significant" alternative equipment or changes the capacity of the interconnecting Facility that requires Company restudying, subsequent to an executed Interconnection Service Agreement, the Company and Interconnecting Customer will determine a mutually agreed to Time Frame and applicable fees/costs covered by the Interconnecting Customer. "Significant" shall be defined by the Company-specific technical standards.

Table 1 lays out the maximum Time Frames allowed under the Simplified Process. Table 2 lays out the maximum Time Frames allowed under the Expedited Process. Table 3 lays out the maximum Time Frames allowed under the Standard Process.

Table 4 lays out the maximum Time Frames allowed under the Standard Process for Projects deemed to be Complex Projects.

The Time Frame for each step is stopped when awaiting information from Interconnecting Customers and/or Affected System Operators. Any delays caused by Interconnecting Customer or an Affected System Operator will interrupt the applicable Time Frame.

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For the Expedited and Standard processes, if the Interconnecting Customer does not initiate construction within twelve (12) months of signing the Interconnection Service Agreement, the Company may require the Interconnecting Customer to provide evidence that the project is moving toward construction. In the event that the Interconnecting Customer cannot provide such evidence, the Company reserves the right to require additional study or require the Interconnecting 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 Interconnecting 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 Interconnecting Customer's needs. 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.

- 3.6 <u>Interconnection Application and Facility Construction Time Frame Management</u>
 - 3.6.1 <u>Initial Withdrawal Process (one time event within 2-3 months after DPU Order, D.P.U. 11-75-E issued on March 13, 2013)</u>

For those Interconnecting Customers with Interconnection Applications pending on the effective date of these tariff revisions, at any stage in the Interconnection Application or Facility construction process, if a Company has not had contact with an Interconnecting Customer for more than 30 Business Days, the Company shall contact, via letter and email or telephone if the Company does not have an email address for the Interconnecting Customer, the Interconnecting Customer, alternative contact(s), and the most recent point of contact. The Company must note in this communication that, in the event the Interconnecting Customer does not contact the Company within 30 Business Days, the Interconnecting Customer's Interconnection Application will be considered withdrawn as authorized by the Department and that, if the Interconnecting Customer wished to pursue interconnection in the future, he/she would need to reapply. If the Interconnecting Customer responds, the Interconnection Application shall follow the On-Going Interconnecting Customer Time Frame Compliance set out below. If the Interconnecting Customer does not contact the Company within the allotted 30 Business Days, the Interconnection Application shall be considered withdrawn and, any fees paid shall not be refunded. 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.

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3.6.2 On-Going Interconnecting Customer Time Frame Compliance

A request from the Company to an Interconnecting Customer for information will allow the greater of 15 Business Days or half the allotted time within the step for the Interconnecting Customer to respond. A request from the Company to an Interconnecting Customer for a signature for any study agreement (i.e., Supplemental Review, Impact Study, or Detailed Study) will allow 15 Business Days for the Interconnecting Customer to respond. In the event that an Interconnecting Customer misses a deadline under the time allotted above, the Company shall notify the Interconnecting Customer via email of the missed deadline and that the Interconnecting Customer will be given 10 Business Days to cure the failure or request an extension. If the Interconnecting Customer requests an extension, he/she will be granted one extension equal to the length of the Time Frame for that step of the Interconnection Application or Facility construction process. Additionally, for non-solar Facilities, additional extensions for cause will be allowed pursuant to a mutual agreement between the Company and the Interconnecting Customer.

The following provisions regarding Time Frame extensions are solely applicable to Solar Facilities; provided, however, that the following provisions shall not apply to any schedule associated with an Affected System Operator Study or Affected System modifications.

- The Interconnecting Customer may request an additional extension period of 30 Business Days if the Interconnecting Customer cannot meet a request for information related to the engineering studies and reviews being performed by the Company within the relevant Time Frame because the information requested is held by a third party (i.e., equipment manufacturer) and such information cannot be obtained by the Interconnecting Customer despite reasonable efforts to do so. The Interconnecting Customer may request such an extension up to two times prior to the Company's provision of an Interconnection Service Agreement to the Interconnecting Customer or prior to the completion of the Detailed Study if the Interconnecting Customer elected to accelerate execution of the Interconnection Service Agreement pursuant to Section 3.4(g). There shall be no additional fee for an extension under this provision.
- b) Once during the interconnection process, an Interconnecting Customer seeking to interconnect a Solar Facility may request an additional extension period of six months for legal challenges related to the Facility. The Interconnecting Customer shall submit a Certification that a governmental permit or approval for the Facility is subject to a pending legal challenge prior to the Time Frame deadline or during the initial Time Frame extension period described above. This additional extension period for legal challenges terminates at the end of the legal challenge or six months after the first day of this additional extension

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period, whichever comes first. There shall be no additional fee for an extension under this provision.

Once during the interconnection process, an Interconnecting Customer of a Public Facility seeking to interconnect a Solar Facility may request an additional extension period of six months by certifying to the Company that one or more of the following situations exists: (1) a town meeting vote is required for the Public Facility; (2) special legislation is required in relation to the Public Facility; or (3) any approval for the Public Facility is necessary under Article 97 of the Massachusetts Constitution. The additional extension period for Public Facilities shall terminate at the end of the governmental process specified above or six months after the first day of the additional extension period for Public Facilities, whichever comes first. There shall be no additional fee for an extension under this provision. Pursuant to this provision, Certification shall consist of a written statement based on knowledge, information, and belief that the relevant claims are true.

In the event that the Interconnecting Customer requests an extension by one of the methods described above within 1/3 of the expiration of the end of a step Time Frame, the Company shall receive an additional number of days to complete the step, equal to 1/3 of the total Company Time Frame for that step in the Interconnection Application, to complete its obligations. Notwithstanding the foregoing, all Time Frames may be extended by mutual agreement.

The Company shall track all extensions granted under this Section.

In the event that an Interconnecting Customer fails to meet his/her obligations under the Time Frame extensions, the Interconnection Application shall be considered withdrawn, and, if the Interconnecting Customer determines to move forward, he/she would need to reapply for interconnection. Any fees paid shall not be refunded.

Interconnecting Customers will have 20 Business Days to sign an Interconnection Service Agreement provided by the Company or provide comments to the Company on the Interconnection Service Agreement, or the Interconnection Application shall be considered withdrawn and the Interconnecting Customer would need to reapply for interconnection. Further, any fees paid will not be refunded. If the Interconnecting Customer provides comments, the Interconnecting Customer and the Company will have 30 Business Days to resolve issues presented in the comments. After 30 Business Days, if there is no resolution and no request from the Interconnecting Customer for ADR, the Interconnection Application will be considered withdrawn and the Interconnecting Customer would need to reapply for interconnection. Any fees paid will not be refunded.

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Interconnecting Customers shall not be required to pay any costs related to Company infrastructure upgrades or System Modifications upon execution of the Interconnection Service Agreement (or once the Interconnecting Customer receives the construction schedule). Interconnecting Customers shall have 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to make a first installment payment of 25 percent of those costs. If the Company fails to sign the Interconnection Service Agreement within 15 Business Days after receipt of the first installment payment by an Interconnecting Customer, the Interconnection Service Agreement shall be deemed accepted by the Company as of the 15th Business Days after receipt of the first installment payment. If an Interconnecting Customer pays such costs within the 60 Business Day Time Frame, the Interconnecting Customer shall have an additional 120 Business Days from the earlier of the date of receipt of the first payment or 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay the remainder of the costs. If a Time Frame extension pursuant to Section 3.6.2(b) or 3.6.2(c) is applied to any payment deadline, full payment shall be due at termination of the extension. Construction estimates are valid for 60 Business Days from when they are delivered to the Interconnecting Customer. If an Interconnecting Customer payment is not received within 60 Business Days of receiving the Interconnection Service Agreement in the Expedited Process, or the Impact Study in the Standard Process, the Company has the right to reassess construction costs and Time Frames. In the event that the Interconnecting Customer fails to pay the Company within the Time Frame required by this provision (or within any extension to such Time Frame as authorized in this Section), the Interconnecting Customer's Interconnection Application and Interconnection Service Agreement will be cancelled automatically, with no cure period, and Interconnecting Customer's interconnection queue position will be lost. Further, any fees paid will not be refunded. The construction schedule will commence once the Interconnecting Customer's financial payment has been made in full. The Company's obligation to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction.

It should be noted that the Company is not required to conduct the Detailed Study or order any of its equipment without receiving adequate payment from the Interconnecting Customer nor will it be required to initiate any construction before it has received full payment from the Interconnecting Customer. The timing of the payments is likely to have an impact on the construction schedule.

- 3.7 <u>Force Majeure</u>
- a) If a Force Majeure Event prevents a Party from fulfilling any obligations under this Interconnection Tariff, 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

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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 Interconnection Tariff, other than the obligation to make payments then due or becoming due under this Interconnection Tariff, 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.

b) Changes in local, state or federal laws, regulations or policy relating to distributed generation or distributed generation price changes will not constitute an event of Force Majeure, but if they have substantial impact on a Company's ability to meet Time Frames such changes should constitute a mitigating factor in the measurement or enforcement of Company Time Frames, for example through a Service Quality Metric or alternate enforcement mechanism established by the Department pursuant to Section 49 of Chapter 209 of the Laws of 2012.

3.8 Time Frame Notification

An Interconnecting Customer may request a review of Time Frame compliance at any time in the interconnection process or at each stage of the interconnection process if a Time Frame deadline has been missed. The Company will provide, via email, a response to the request within 10 Business Days and provide, if a Time Frame deadline was missed, the reason for the missed deadline and the expected date the process step will be completed.

3.9 <u>Application Fee Refund</u>

- a) Within 30 Business Days of the Company's delivery of an executable ISA to the Interconnecting Customer, an Interconnecting Customer may claim that the Company exceeded the aggregate maximum number of Business Days the Company is allowed by the Tariff to deliver an executable Interconnection Service Agreement commencing from the date an application is received ("Aggregate Allowed Tariff Time Frame"). The Customer shall provide the Company with written notice of the basis for any such claim.
- b) Within 10 Business Days after the Company receives an Interconnecting Customer's written claim made in accordance with Section 3.9 a) (commencing on the next Business

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Day after such claim is received), the Company will review the Interconnecting Customer's documentation of non-compliance and make a determination as to whether it exceeded the Aggregate Allowed Tariff Time Frame. In communicating its determination to the Interconnecting Customer, the Company shall provide the Interconnecting Customer with written notice of the basis for its determination.

- c) If the amount of time expended is still in dispute, the disputed data will be presented to the Department's distributed generation Ombudsperson for review. If either party is aggrieved by the decision of the Ombudsperson, either party may invoke the Dispute Resolution Process in Section 9.0 of the Interconnection Tariff within 10 Business Days of such decision.
- d) If it is determined in accordance with the above procedures that the Company has not complied with the Aggregate Allowed Tariff Time Frame, it shall process a refund of the Interconnecting Customer's application fee within 30 Business Days following the final determination of non-compliance.
- e) Nothing in Section 3.6 (Interconnection Application and Facility Construction Time Frame Management) shall prevent an Interconnecting Customer from pursuing an application fee refund in accordance with this Section 3.9.

3.10 <u>Fee Schedules</u>

Table 6 lays out the fees required for Interconnecting Customers to apply for interconnection.

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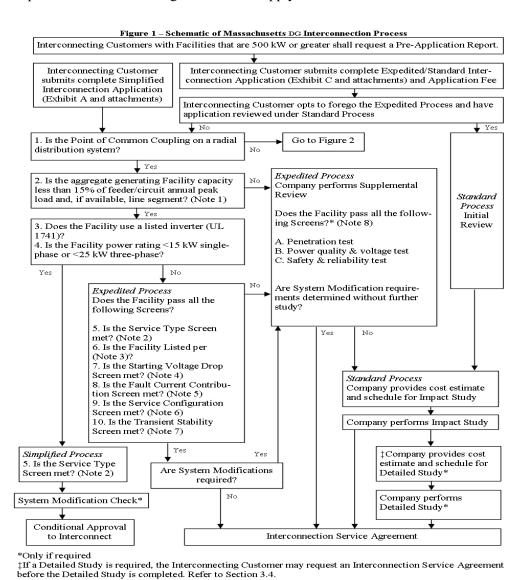
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Section 3 Figures and Tables

Figures 1-2 are the Interconnection process flows. Tables 1-5 are the process Time Frames. Table 6 lays out the fees required for Interconnecting Customers to apply for interconnection.



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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 Interconnecting 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.

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. Interconnecting Customers 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 Company.

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.

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:

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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

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over voltages on the Company EPS due to a loss of ground during the operating time of any anti-islanding function.

	Distribution	Line	Type of Interconnection to	Result/Criteria
Type			Primary Distribution Line	
Three-pha	ase, three wire		3-phase or single phase, phase-	Pass Screen
			to-phase	
Three-pha	ase, four wire		Effectively-grounded 3 phase	Pass Screen
			or single-phase, line-to-neutral	

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).

Note 8. Below are the three Screens that are included in the Company's Supplemental Review of an Expedited Project.

The Supplemental Review consists of Supplemental Review Screens A through C. If any of the Screens are not passed, a quick review of the failed Screen(s) will determine the requirements to address the failure(s) or that an Impact Study is required. In certain instances, the Company may be able to identify the necessary solution and determine that an Impact Study is unnecessary. Some examples of solutions that may be available to mitigate the impact of a failed Screen are:

- i) Replacing a fixed capacitor bank with a switched capacitor bank
- ii) Adjustment of line regulation settings

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iii) Simple reconfiguration of the distribution circuit

Screen A: Penetration Test

Where 12 months of line section minimum load data is available, can be calculated, can be estimated from existing data, or determined from a power flow model, is the aggregate Generating Facility capacity on the Line Section less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the Generating Facility?

If yes (pass), continue to Screen B.
If no (fail), a quick review of the failure may determine the requirements to address the
failure and, if so, continue to Screen B; otherwise Interconnecting Customer will go to the
Standard Process.

Note 1: The type of generation will be taken into account when calculating, estimating, or determining circuit or Line Section minimum load relevant for the application of this screen. Solar generation systems with no battery storage use daytime minimum load (i.e. 10 am to 4 pm for fixed panel systems and 8 am to 6 pm for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

Note 2: Distribution Provider will not consider as part of the aggregate generation for purposes of this screen Generating Facility capacity known to be already reflected in the minimum load data.

Significance: Penetration of Generating Facility installations that does not result in power flow from the circuit back toward the substation will have a minimal impact on equipment loading, operation, and protection of the Distribution System.

Screen B: Power Quality and Voltage Tests

In aggregate with existing generation on the line section,

- a) Can it be determined within the Supplemental Review that the voltage regulation on the line section can be maintained in compliance with current voltage regulation requirements under all system conditions?
- b) Can it be determined within the Supplemental Review that the voltage fluctuation is within acceptable limits as defined by IEEE 1453 or utility practice similar to IEEE1453?

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c)	Can it be determined within the Supplemental Review that the harmonic levels meet IEEE 519 limits at the Point of Common Coupling (PCC)?		
	If yes to all of the above (pass), continue to Screen C. If no to any of the above (fail), a quick review of the failure may determine the requirements to address the failure and, if so, continue to Screen C; otherwise the Interconnecting Customer will go to the Standard Process.		
	Adverse voltages and undesirable interference may be experienced by other Customers on ovider's Distribution System caused by operation of the Generating Facility(ies).		
Screen C: Safe	ty and Reliability Tests		
	ion of the proposed Generating Facility or the aggregate generation capacity on the Line impacts to safety or reliability that cannot be adequately addressed without a group or Impact		
	If yes (fail), review of the failure may determine the requirements to address the failure; otherwise the Interconnecting Customer will go to the Standard Process. If no (pass), Supplemental Review is complete.		
	n the safety and reliability test, there are several factors that may affect the nature and fan Interconnection. These include, but are not limited to:		
	 i) Generation energy source ii) Modes of synchronization iii) Unique system topology iv) Possible impacts to critical load Customers v) Possible safety impacts 		
	ombination of these factors will determine if any system study requirements are needed. The ome examples of the items that may be considered under this screen:		
	 i) Does the Line Section have significant minimum loading levels dominated by a small number of Customers (i.e. several large commercial Customers)? ii) Is there an even or uneven distribution of loading along the feeder? 		

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Craig A. Hallstrom

President

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- iii) Is the proposed Generating Facility located in close proximity to the substation (i.e. <2.5 electrical line miles), and is the distribution line from the substation to the Customer composed of large conductor/cable (i.e. 600A class cable)?
- iv) Does the Generating Facility incorporate a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time?
- v) Is operational flexibility reduced by the proposed Generating Facility, such that transfer of the line section(s) of the Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues?
- vi) Does the Generating Facility utilize UL 1741/IEEE 1547 Certified anti-islanding functions and equipment?

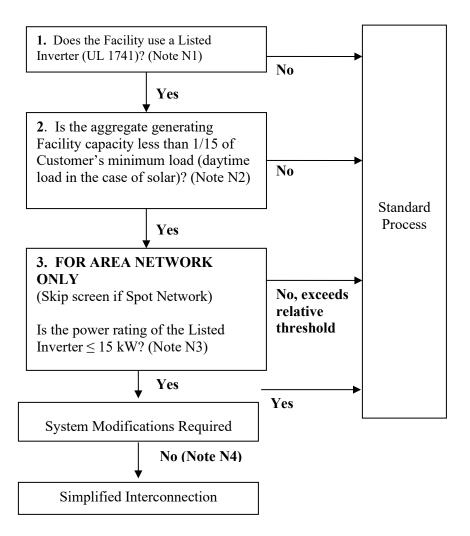
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Figure 2 – Simplified Interconnection to Networks



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Explanatory Notes to Accompany Figure 2

Note N1. 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. Interconnecting Customers 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 Company.

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 Standard 1547 and 1547.1. Equipment listed to UL1741 or UL2200 by a nationally recognized testing laboratory will be considered in compliance with IEEE Standard 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.

Note N2. This screen is to ensure that the proposed generator will not exceed 1/15 of the Interconnecting Customer's load. The Company may require an interval meter to be installed in order to determine the Interconnecting Customer minimum load. For a Solar Facility, only load during daylight hours (while the Solar Facility may be generating) should be used to determine the Interconnecting Customer's minimum load.

Note N3. This screen is used only for facilities applying for interconnection on an area network. If the proposed facility is supplied from a Spot Network, this screen should be ignored and the analysis should continue to the system modification check.

Note N4. Subject to Section 3.1.1(c).

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<u>Table 1 – Simplified Process Radial Distribution Circuit Time Frames (Note 1)</u>

	Simplified Process	
Eligible Facilities	Listed Small Inverter	
Acknowledge Receipt of Application (Note 2)	(3 days)	
Review Application for Completeness	10 days	
Complete Review of All Screens	15 days (20 Days) (Note 3)	
Complete Supplemental Review (if needed)	N/A	
Complete Standard Process Initial Review	N/A	
Send Follow-on Studies Cost/Agreement	N/A	
Complete Impact Study (if needed)	N/A	
Complete Detailed Study (if needed)	N/A \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Send Executable Agreement (Note 4)	Done. The agreement is part of the application.	
Total Maximum Days (Note 5)	25 days (30 days in the case of failure of Screen #5)	
Construction Schedule	By Mutual Agreement	
Witness Test	Within 10 days from receipt of the Certificate of Completion or by mutual agreement	

<u>Table 1 – Simplified Process Time Frames – Explanatory Notes</u>

Note 1. All days listed are in Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. All Time Frames may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A

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Force Majeure Event, affecting either the Company or the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department.

Note 2. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 Business Day Time Frame for the Company to review the Interconnection Application's completeness.

Note 3. In the event that the Interconnection Application fails Screen #5 in Figure 1 of the Interconnection Tariff, it shall not automatically be evaluated under the Expedited Process. The Company shall have 20 Business Days to review an application where the Facility has failed Screen #5 in Figure 1.

Note 4. 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 5. Review Application for Completeness (10 days, which includes 3 days to Acknowledge Receipt of Application) + Complete Review of All Screens and Send Executable Agreement (15 days from the notification of completeness to review all screens and send an Executable Agreement, which could be up to 20 days if the application fails Screen #5).

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Table 2 - Expedited Process Time Frames (Note 1)

	Expedited	
Eligible Facilities	Listed DG	
Acknowledge Receipt of		
Application	(3 days)	
(Note 2)		
Review Application for Completeness	10 days	
Complete Review of All Screens	25 days	
Complete Supplemental Review (if needed) (Note 3)	20 days or Standard Process	
Complete Standard Process Initial Review	N/A	
Send Follow-on Studies Cost/Agreement	N/A	
Complete Impact Study (if needed)	N/A	
Complete Detailed Study (if needed)	N/A	
Send Executable Agreement (Note 4)	10 days	
Total Maximum Days (Note 5)	45 days (65 days if Supplemental Review is required)	
Construction Schedule	By Mutual Agreement	
Witness Test	Within 10 days from receipt of the Certificate of Completion or by mutual agreement	

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<u>Table 2 – Expedited Process Time Frames – Explanatory Notes</u>

Note 1. All Time Frames for any Group Study shall be as set forth in Section 3.4.1. All days listed apply to Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. All Time Frames may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department. The Time Frames in Table 2 will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is equal to or greater than 5 megawatts (MW) and may occur if the Interconnecting Customer's Facility is greater than 1 megawatt (MW). In accordance with Section I.3.9 of the ISO New England Inc. Transmission, Markets, and Services Tariff, Facilities proceeding through the Expedited Process shall be evaluated for significant effect on Affected Systems. If the results of any screens or internal studies identify potentially Affected Systems, or it is determined that the Facility, in aggregate with other generation capacity on the Company EPS, may result in an adverse impact to Affected Systems, the Company may require that the Facility be reviewed under Section 3.4(b) of the Standard Process.

Note 2. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 business day Time Frame for the Company to review the Interconnection Application's completeness.

Note 3. In the event that an Interconnection Application in the Expedited Process fails the Review Screens in Figure 1 and/or the Supplemental Review, it shall be reviewed under the Standard Process following Standard Process Time Frames.

Note 4. 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 5. Explanatory Note: Review Application for Completeness (10 days, which includes 3 days to Acknowledge Receipt of Application) + Complete Review of All Screens (25 days) + Complete

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Supplemental Review (if needed, 20 days or Standard Process) + Send Executable Agreement (10 days) = 45 to 65 total aggregate days.

Table 3 – Standard Process Time Frames (Note 1)

	Standard		
Eligible Facilities	Any DG		
Acknowledge Receipt of Application (Note 2)	(3 days)		
Review Application for	10 days		
Completeness			
Complete Review of All Screens	N/A		
Complete Supplemental Review (if needed)	N/A		
Complete Standard Process Initial Review	20 days		
Send Impact Study Agreement	5 days		
Complete Impact Study (if needed) (Note 3)	55 days		
Complete Detailed Study (if needed) (Note 3)	30 days		
Send Executable Agreement (Note 4)	15 days		
Total Maximum Days (Note 5)	135 days (160 days if the application starts in the Expedited process)		
Construction Schedule	By Mutual Agreement		
Witness Test	See Section 3.4(n)		

Table 3 – Standard Process Time Frames – Explanatory Notes

Note 1. All Time Frames for any Group Study shall be as set forth in Section 3.4.1. All days listed apply to Company Business Days. In addition, in the event information has been requested of the Interconnecting

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Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. All Time Frames may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department. The Time Frames in Table 3 will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 MW and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

- Note 2. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 Business Day Time Frame for the Company to review the Interconnection Application's completeness.
- Note 3. Time Frames for any Impact or Detailed Study represent the time allowed to complete the final versions of the associated studies, not draft versions. Time Frames for any Group Study shall be as set forth in Section 3.4.1.
- Note 4. 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 5. Review Application for Completeness (10 days, includes 3 days to Acknowledge Receipt of Application) + Complete Standard Process Initial Review (20 days) + Send Impact Study Agreement (5 days) + Complete Impact Study (if needed, 55 days) + Complete Detailed Study (if needed, 30 days) + Send Executable Agreement (15 days) = 135 total aggregate days. The 160 day total maximum time frame applies to an Interconnecting Customer application that starts in the Expedited process.

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Table 4 – Standard Process Complex Projects Time Frames (Note 1)

	Standard Process Complex Projects			
Eligible Facilities	Any DG (Note 2)			
Acknowledge Receipt of				
Application	(3 days)			
(Note 3)				
Review Application for	10 days			
Completeness				
Complete Review of All	N/A			
Screens				
Complete Supplemental	N/A_			
Review (if needed)	7			
Complete Standard	20 days			
Process Initial Review	·			
Send Impact Study Agreement	5 days			
Complete Impact Study	(Note 4)			
(if needed)	(1100-1)			
Complete Detailed Study	(Note 5)			
(if needed) Send Executable				
Agreement(Note 6)	15 days			
Total Maximum Days	200 or more days as determined by required System Modifications			
(Note 7)				
Construction Schedule	By Mutual Agreement			
Witness Test	See Section 3.4(n)			

Table 4 – Standard Process Complex Projects Time Frames – Explanatory Notes

Note 1. All Time Frames for any Group Study shall be as set forth in Section 3.4.1. All days listed apply to Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or the

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Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department. The Time Frames in Table 4 will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 MW and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

Note 2. Interconnection Applications that are evaluated under the Standard Process Complex Projects Time Frames are Facility Interconnection Applications that will require extensive System Modifications.

Note 3. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 Business Day Time Frame for the Company to review the Interconnection Application's completeness.

Note 4. Time Frames for the Impact Study represent the time allowed to complete the final version of the study, not draft versions. If the Interconnection Application will require any Sub-Station modifications, the Company shall have the following time periods in which to complete the Impact Study for each Interconnection Application: 75 Business Days in 2013; 75 Business Days in 2014; 70 Business Days in 2015; and 60 Business Days in 2016 and thereafter. The applicable Time Frame for the Impact Study is determined by the year the Impact Study commences and remains in effect for the duration of the Impact Study, regardless if the Impact Study concludes in a year with a shorter Time Frame. Time Frames for any Group Study shall be as set forth in Section 3.4.1.

Note 5. Time Frames for the Detailed Study represent the time allowed to complete the final version of the study, not draft versions. If the System Modifications identified in the Impact Study are likely to be \$200,000 or more in EPS upgrades not including service upgrades for the Interconnecting Customer site, the Company shall have the following time periods in which to complete the Detailed Study for each Interconnection Application: 75 Business Days in 2013; 75 Business Days in 2014; 70 Business Days in 2015; and 60 Business Days in 2016 and thereafter. The applicable Time Frame for the Impact Study is determined by the year the Impact Study commences and remains in effect for the duration of the Impact Study, regardless if the Impact Study concludes in a year with a shorter Time Frame. If System Modifications are estimated to cost \$1 million or more, the Time Frames for both the Impact and Detailed Studies will be by mutual agreement. The Company will track adherence to the mutually agreed upon Time Frame. In the event that the Company later determines that the System Modifications will cost less than \$1 million, the Interconnection Application will revert to the Time Frames for Sub-Station Modifications or System Modifications costing \$200,000 or more but less than \$1 million as appropriate. The Company will

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inform the Interconnecting Customer within 20 days following the commencement of the Impact study whether the Interconnection Application shall be treated as a Complex Project under the Standard Process. If at any time during the Impact Study the Company determines that the System Modifications will cost \$1 million or more, the Detailed Study Time Frame shall be by mutual agreement. Time Frames for any Group Study shall be as set forth in Section 3.4.1.

Note 6. 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 7. Review Application for Completeness (10 days, includes 3 days to Acknowledge Receipt of Application) + Complete Standard Process Initial Review (20 days) + Send Impact Study Agreement (5 days) + Complete Impact Study (Note 4 – amount of time allowed decreases over time, currently 75 days in 2014 or by mutual agreement depending upon system modifications (see notes 4 and 5 above)) + Complete Detailed Study (Note 4 – amount of time allowed decreases over time, currently 75 days in 2014 or by mutual agreement depending upon system modifications (see notes 4 and 5 above)) + Send Executable Agreement (15 days). The minimum aggregate time frame for the Standard Process Complex Projects is 200 Business Days. The maximum aggregate time frame shall be determined by adding the Impact Study time frame determined by the Company within the first 20 Business Days of commencement of the study consistent with provision 3.4(f) of this Tariff, and the Detailed Study time frame determined by the Company for the Detailed Study upon delivery of the Detailed Study agreement, if applicable.

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Table 5 – Simplified Spot and Area Network Time Frames (Note 1)

	Simplified Spot and Area Network			
Eligible Facilities	Listed Inverter			
Acknowledge Receipt of Application (Note 2)	(3 days)			
Review Application for Completeness	10 days			
Complete Review of All Screens	30/90 days (Note 3)			
Complete Supplemental Review (if needed)	N/A			
Complete Standard Process Initial Review	N/A			
Send Follow-on Studies Cost/Agreement	N/A			
Complete Impact Study (if needed)	N/A			
Complete Detailed Study (if needed)	N/A 7			
Send Executable Agreement (Note 4)	Done (arable to Simplified for Radial). The agreement is part of the applicatio.			
Total Maximum Days (Note 5)	40 days (100 days if minimum load is unknown).			
Construction Schedule	By Mutual Agreement			
Witness Test	Within 10 days of receipt of the Certificate of Completion or by mutual agreement			

<u>Table 5 – Simplified Spot and Area Network Time Frames – Explanatory Notes</u>

Note 1. All days listed apply to Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. Any delays caused by

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Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department. The Time Frames in Table 5 will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 MW and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

Note 2. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 Business Day Time Frame for the Company to review the Interconnection Application's completeness.

Note 3. If the Interconnecting Customer minimum load is known, the Company shall have 30 Business Days to review an application. If the Interconnecting Customer minimum load is not known and an interval meter needs to be installed, the Company will install, at the Interconnecting Customer's expense, an interval meter to measure 3 months of continuous customer load capturing the annual minimum load. The maximum time the interval metering will be used to measure the minimum load is 9 months from the point of the time the analysis was commenced.

Note 4. 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 5. Review Application for Completeness (10 days, includes 3 days to Acknowledge Receipt of Application) + Complete Review of All Screens and Send Executable Agreement if minimum load is known (30 days) or + Complete Review of All Screens and Send Executable Agreement if minimum load is not known (90 days).

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Table 6 - Fee Schedules

These fee schedules apply to Interconnecting Customers only from the effective date of the tariff revisions and may not be retroactively applied to Interconnecting Customers with an Interconnection Application on file with the Company prior to the tariff revisions effective date.

	Simplified	Expedited	Standard (Note 1)	Simplified Spot and Area Network	
	Listed Small Inverter	Listed DG	Any DG	Listed Inverter	
Pre-Application Fee (refer to Section 3.2 for rates)	Optional	Optional <250kW Required ≥250kW	Optional <250kW Required ≥250kW	Optional <250kW Required ≥250kW	
Application Fee (covers Screens)	0 (Note 2)	\$4.50/kW, minimum \$300, maximum \$7,500	\$4.50/kW, minimum \$300, maximum \$7,500	≤3kW \$100, >3kW \$300	
Supplemental Review (if applicable)	N/A	Up to 30 engineering hours at \$150/hr (\$4,500 maximum) (Note3)		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 1 & 4)	N/A	
System Modifications	N/A (Note 5)	Actual cost	Actual cost (Note 1)	N/A	
O&M (Note 6)	N/A	TBD	TBD	N/A	
Witness Test	0	Actual cost, up to \$300 + travel time (Note 7)	Actual Cost	0 (Note 8)	

Table 6- Fee Schedules Explanatory Notes

Note 1. Costs associated with Group Studies shall be allocated in accordance with Section 3.4.1.

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- Note 2. 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 3. Supplemental Review is defined in Section 3.3.
- Note 4. This is the actual cost only attributable to the Interconnecting Customer. Any costs not expended from the application fee previously collected will go toward the costs of these studies.
- Note 5. 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 6. O & M is defined as the Company's operations and maintenance carrying charges on the incremental costs associated with serving the Interconnecting Customer.
- Note 7. 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 8. 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 and Company-specific technical standards for interconnection of distributed generation. 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 <u>Transient Voltage Conditions</u>

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

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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.

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. The most current version of IEEE Standard 1547 provides these levels at the PCC. In requiring adherence to the most current version of IEEE Standard 1547, 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 <u>Voltage Level</u>

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.

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4.1.5 <u>Machine Reactive Capability</u>

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 Interconnecting 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 Detailed 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 most current version of the following documents and standards and requirements in this Section.

- i) IEEE Standard 1547, "IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems."
- ii) UL Standard 1741, "Inverters, Converters and Charge Controllers for Use in Independent Power Systems."
- iii) Company-specific technical standards.

In the event that the IEEE or UL Standards referenced above conflict with the Company-specific technical specifications, the Company-specific technical specifications control and shall be followed. The specific differences shall be communicated to the Technical Standards Review Group.

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 any Company-specific published technical specifications and all appropriate standards, codes, statutes and authorities to protect itself and its loads.

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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, in particular the attachments specific to Under Voltage Ride Through, Under Frequency Ride Through and VAr control. Additionally, all Facilities must meet the Company-specific technical requirements.

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

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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 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

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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 if the Company-specific technical standards require.

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 the most current version of Section 4.1.8.3 of IEEE Standard 1547 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 the most current version of 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."
- 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-

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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.
- 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") 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

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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 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.

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- b) High-Speed Protection: The Facility may be required to use high-speed protection if timedelayed 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, generators located in areas with low-fault currents, or back up for generator breaker failure.

4.2.4 <u>Protection System Testing and Maintenance</u>

The Company shall have the right to witness the commissioning testing as defined in the most current version of IEEE Standard 1547 and the Company-specific technical requirements 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 VT circuit polarity, ratio, insulation, excitation, continuity and burden 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.

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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.

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.

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4.2.6 <u>Protection System Changes</u>

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 additional review and/or approval 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 6 ("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 <u>Interconnection Equipment Costs</u>

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.

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.⁴ At the time that the Company provides an Interconnecting Customer with any

The Interconnecting Customer will be directly responsible for costs not incurred by the Company that are otherwise necessary to interconnect the Interconnecting Customer's Facility, including but not limited to:

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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. In the event that a new Facility interconnects to the circuit that was the subject of the Group Study within 5 years, that Interconnecting Customer shall be assessed System Modification costs consistent with the Company's line extension policy; however, new Interconnecting Customers in the Simplified Process shall be exempt from this required cost allocation. The 5 year period shall be calculated from the date of execution of the Interconnection Service Agreement of the first Interconnecting Customer within the Group Study.

5.4 <u>Separation of Costs</u>

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, within the Time Frames for payment of such costs under the Interconnection Service Agreement in Section 3.6.2. 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. The Company's obligation to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction. Interconnecting Customer shall obtain all environmental and other

poles set by other companies, telecommunications, costs incurred by municipalities, pole mounted equipment owned by other entities, etc.

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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 Interconnecting 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.

5.6 <u>Security and Creditworthiness</u>

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.

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

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service could be, but is not limited to, harmonic injection in excess of what is stated in the most current version of IEEE Standard 1547, 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 Interconnection Tariff. 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 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

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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. In addition to any rights and easements required by the Company in accordance with the provisions above, the Interconnecting Customer shall obtain an executed Landowner Consent Agreement (Exhibit I) from the Landowner, unless the Company, in its sole discretion, waives this requirement.

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 <u>Temporary Disconnection</u>
- 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 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

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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.

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The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

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. The 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,

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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.

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, 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

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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 (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, or group of facilities, which are equal to 5 MW or greater are required by NEPOOL Operating Procedures No. 14 and 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.

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- b) If after 8 days the dispute is not resolved, one party to the dispute may request dispute resolution assistance by submitting a written request to the Department appointed DG ombudsperson ("Ombudsperson"), with a copy of such request to the other party, in accordance with the processes outlined in Department orders D.P.U. 11-75-E and D.P.U. 11-75-F.
- c) If after 8 days from the Parties receipt in writing of the Ombudperson's proposed resolution the dispute is still not resolved, one or both Parties may initiate Section 9.2.

9.2 <u>Mediation/Non-binding Arbitration</u>

- a) If the differences are not resolved in Step 9.1, 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 process⁵ 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.
- b) 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.
- c) The Department will arrange for the selected mediator to contact Parties.
- d) The Parties will contract with neutrals for services, splitting the fees 50/50.
- e) 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 completing the mediation process within

A "reverse strike out process" involves each party eliminating the least desirable mediator until one is left standing.

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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.

- f) Mediation meeting or meetings are held.
- g) If the Parties reach agreement, the Dispute Resolution Process ends here.
- h) If the Parties do not reach a mediated agreement, the neutral(s) will issue a brief recommended solution or decision.
- i) If the Parties accept the neutral's recommendation, the dispute resolution process ends here.
- j) 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 <u>Department Adjudicatory Hearing</u>

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.

- 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(e). 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.

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- 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. 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.
- f) 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 Companies' service quality plans in effect at the time. 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.

If an Interconnecting Customer's project qualifies for a Group Study, the Company is authorized to share Interconnecting Customer's contact information and project details with other Interconnecting Customers also involved in the Group Study.

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, i.e. Interconnecting Customers, and periodically reviewed by a DG working group 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 DG working group 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
- 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).
- b) Pursuant to 220 C.M.R. § 18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 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.
- c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 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").

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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.

- e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 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.
- 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

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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 <u>Insurer Requirements and Endorsements</u>

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of at least "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 (d) 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.

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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 the 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.

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).

12.0 <u>ASSIGNMENT</u>

Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this tariff without the Company's written consent. Any assignment purportedly made by Interconnecting Customer without the Company's written consent shall not be valid. The Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, the 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

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financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this tariff unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

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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 ≤ 15 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 for interconnections in Eastern Massachusetts to:

Program Manager, DG Interconnections Eversource Energy 247 Station Drive, SUM SW340 Westwood, MA 02090

Or email to dginterconnections@eversource.com

Mail all material for interconnections in Western Massachusetts to:

MA West DG Eversource Energy 55 Russell Street Hadley, MA 01035-9455

Or email to wmdg@eversource.com

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.

Application Number:	(required	d for revisions r	not submitted	d via online a	pplication	portal)

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- 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. In the event that the Facility fails Screen #5 in Figure 1, that is located in Section 3.0 of the Standards for Interconnection of Distributed Generation Tariff ("Interconnection Tariff"), as approved by the Department of Public Utilities (see Company's website for complete tariff), the Company shall have 20 Business Days to review the Interconnection Application to determine if the Facility can be interconnected safely and reliably.
- 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.
- 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.
- Assuming the wiring inspection, all Compliance Documentation, and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the any of the above are 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.

<u>Contact Information</u>: 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 electric service company or public utility holding company, or by any entity owned by either. "Electric service company" is intended to mean and include any entity that is not eligible for net metering services under the net metering statutes, regulations, Department orders, and distribution company tariffs.

Application Number:	(required for	r revisions not submit	ed via on	line applicat	tion portal)

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Generating Facility Information: Please consult an actual electric bill from the 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, i.e. Interconnecting Customers, and periodically reviewed by a DG working group 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 non-identifying information specific to your application to be shared with the Working Group 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.

<u>UL1741 Listed?</u> 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.

AC Rating: The AC power output rating of the individual inverter.

<u>System Design Capacity</u>: The system total of the inverter AC Ratings. If there are multiple inverters installed in the system, this is the sum of the AC Ratings of all inverters

<u>DC-STC rating</u> (kW): The DC STC of all of the inverters of the Facility, regardless of the number of DC PV panels that are installed.

Application Number: _____ (required for revisions not submitted via online application portal)

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Simplified Process Interconnection Application and Service Agreement

ATTACHMENT 1

Legal Name and address of Interconnection	cting Customer	
Interconnecting Customer (print):	Conta	ct Person:
Mailing Address:		
City:	State:	Zip Code: _
Telephone (Daytime):	(Evening):	
Facsimile Number:	E-Mail Address:	
Customer name (if Customer is not Inte	erconnecting Customer) _	
Customer email:	Customer tele	ephone:
Customer Mailing Address:		· · · · · · · · · · · · · · · · · · ·
City:		
Landowner name (if neither Interconne	cting Customer nor Custo	mer)
Landowner email:	Landowner tele	ephone:
Landowner Mailing Address:		
City:		
Alternative Contact Information (e.g., system installation contractor or or	coordinating company, if a	appropriate):
Name:		
Mailing Address:		
City:	State:	Zip Code:
Telephone (Daytime):	(Evening):	
E ' '1 N 1	E-Mail Address:	
Facsimile Number:		
Electrical Contractor Contact Information		

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Mailing Address:				 		
City:	State:		Zip Cod	le:		
Ownership Information (inclu	de % ownership by a	ny electric utilit	y):			
Confidentiality Statement: "I address) to be reviewed by interconnections." Yes	the Massachusetts D			• • • •	,	•
Facility Information:						
Address of Facility:						
City:	State:		Zip Cod	le:		
Electric Distribution Company	y:					
Account Number:						
Meter Number:						
Inverter Manufar Model Name and Nur	_		(Quantity:		
Single or Three Phase AC Rating:	Nominal:	(kW)	(LVA)	(AC Volta)		
AC Rating.						
System Design Capacity:	Nominal	(kW) (kW) (kW)	_(kVA)	_ (AC Volts)		
For Solar PV provide the DC-			_ ` ´			
Prime Mover: Other	Photovoltaic	Reciprocati	ng Engi	ne	Cell	Turbine
Energy Source: So	olar Wind	Hydro	☐ Dies	sel 🗌 Natu	ıral Gas	Fuel Oil
IEEE 1547.1 (UL 1741) Liste	d? Yes			No		
Authorized/Proposed generation						
Application Number:	(required fo	or revisions not su	bmitted via on	line application por	rtal)	Page 99 of 183

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

STANDAKI	DS FOR INTERCONNECTION OF DISTRIBUTED GENERATION
On Current Acco	ount On Same Legal Parcel of Land In Same Building/Structure
If any apply, includ-	e existing generation capacity on design diagrams, and provide Application Number(s):
Estimated Install Date:	Estimated. In-Service Date:
	If "no", the Application may not be submitted at this time. Interconnecting Customer must trol with this application in the form attached hereto at <u>Attachment 1A or 1B</u> .
ISO-NE Wholesale Marke	t Participation
Is the project intending to pa	articipate in any ISO-NE market? Yes No Uncertain
If so, in which ISO-NE mark	ket(s) do(es) the project intend to participate?
If so, does the project intend	
Asset Lead Participa	ant
Or	
Resource Lead Part	cipant
For DG Facilities paired wi facility and energy storage s	th an energy storage system, the DG applicant shall state any intent to participate for the DG system separately.
Is the energy storage system	intending to participate in any ISO-NE market? Yes No Uncertain
If so, in which ISO-NE mar	ket(s) do(es) the energy storage system intend to participate?
Interconnecting 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 for Simplified Process Interconnections attached hereto and included in Exhibit A of the Company's Standards for Interconnection of Distributed Generation in effect from time to time:

Application Number:	(required for revisions	not submitted via	online application no	rtal)

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Interconnecting Customer Signature:	Title:	Date:	
Please attach any documentation provided by t	the inverter manufacti	ırer describing the inv	verter's UL 1741 listing.
Approval to Install Facility (For Company use	only)		
Installation of the Facility is approved continge system modifications, if required	ent upon the terms and	l conditions of this Ag	greement, and agreement to any
(Are system modifications required? Yes]	No To be Determ	nined):	
Company Signature:	Title:	Date:	
Application ID number:			
Company waives inspection/Witness Test? Yes	s No		

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

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:
 - a) 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.
 - b) Certificate of Completion. The Interconnecting Customer returns the Certificate of Completion appearing as Attachment 2 to the Agreement to the Company at address noted.
 - c) Company has completed or waived the right to inspection.
 - d) The Company has issued the Authorization to Interconnect.
- 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:
 - a) 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.

A 1: 4: NJ1	(C:-: 4 -		1 : 1	: 4 :	11
Application Number:	reguireg	for revisions not s	ainmillea vi	a online appi	icalion r	mian
ippiioution i tuino ei.	(required	TOT TO TIBIOTIS HOUSE	acilities 4	a chimic appi	ioution p	or uni,

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- b) 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:
 - a) By Mutual Agreement. The Parties agree in writing to terminate the Agreement.
 - b) By Interconnecting Customer. The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
 - c) By Company. The Company may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, (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, or (3) if the Interconnecting Customer does not substantially complete construction within 12 months after receiving approval from the Company. Notwithstanding the foregoing, the Company's right to terminate this Agreement under (3) above is subject to any claim of Force Majeure made by the Interconnecting Customer in accordance with, and subject to the limitations of, Section 3.7 of the Interconnection Tariff (as defined below).
- 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.

Application Number:	_ (required fo	or revisions not su	bmitted '	via onlin	e application	portal)

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12)) Interconnection Tariff. These Terms and Conditions are pursuant to the Company's Standard for Interconnection of
	Distributed Generation Tariff ("Interconnection Tariff"), as approved by the Department of Public Utilities and as the
	same may be amended from time to time. All defined terms set forth in these Terms and Conditions are as defined in
	the Interconnection Tariff (see Company's website for complete tariff).

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit A-Simplified Process Interconnection Application

<u>Attachment 1A – Interconnecting Customer Landownership Self-Certification Form</u>

This Interconnecting Customer Landownership Self-Certification form must be submitted as part of an application submission if the Interconnecting Customer is the Landowner of the site for the proposed Facility. The form must be revised and resubmitted if there are any changes prior to the execution of the Exhibit G – Interconnection Service Agreement that would invalidate the information provided herein, including, without limitation, a change in the Landowner or Interconnecting Customer.

If the Interconnecting Customer is not the Landowner of the site, Attachment 1B – Landowner Certification and Consent Form is required instead.

Where available, applicants are encouraged to submit this form online using webforms provided by the Company.

 Date this Landownership Self-Certification Form is being submitted: This form is to accompany an initial application; or resubmitted/revised for existing Application No. 						
3.	Applic	eation Information:				
	a.	Interconnecting Customer:	Contact Name:			
		Application Number (if available):				
	c.	Site where the Facility will be located ("Site"): Street Address:				
		City:				
		State:				
1	Intoro	Zip Code:onnecting Customer certifies as follows:				
4.		I certify that I own the Site where the proposed Facility	ty is to be sited			
	а. b.	I certify that I have beneficial ownership through the	•			
	0.	proposed Facility is to be sited.	regaremently identified below of the Site where the			
		i. Name and type of Legal Entity:				
		ii. State of organization of Legal Entity:				
		iii. A beneficial owner may need to provide addition				
		beneficial owner's control of the Legal entity for				

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

The Interconnecting Customer understands that the Company is relying upon this Interconnecting Customer Landownership Self-Certification Form. Any false assertions made will render this certification null and void and may result in, without limitation, cancellation of the Interconnecting Customer's Interconnection Application and/or loss of queue position.

<u>Interconnecting Customer</u>	
Signature:	Date:
Name:	Title:

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of the Agreement (as defined below).

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit A – Simplified Process Interconnection Application

Attachment 1B -Landowner Certification and Consent Form

This Landowner Certification and Consent Form must be submitted as part of an application submission if the Interconnecting Customer is NOT the Landowner of the site for the proposed Facility. The form must be revised and resubmitted if there are any changes prior to the execution of the Exhibit G – Interconnection Service Agreement that would invalidate the information provided herein including, without limitation, a change in the Landowner or Interconnecting Customer, or expiration or termination

If the Interconnecting Customer is the Landowner of the site, Attachment 1A – Interconnecting Customer Landownership Self-Certification form is required instead.

For this form to be deemed complete by the Company, it shall be completed in its entirety and executed by the Landowner and the Interconnecting Customer.

Where available, applicants are encouraged to submit this form online using webforms provided by the Company.

î.	 Date this Landowner Certification and Consent Form is being submitted: This form is to accompany an initial application; or resubmitted/revised for existing Application No. 						
3.	Applic	eation Information:					
	a.	Application Number (if available):					
		Interconnecting Customer:		ame:			
	c.	Landowner:	Contact N	ame:			
	d.	Site where the Facility will be located ("Site"):					
		Street Address:					
		City:State:					
		Zip Code:					
Issue	ed by:	Craig A. Hallstrom President	Filed: Effective:	, -			

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Landowner and Interconnecting Customer certify as follows: The Landowner and the Interconnecting Customer have entered into an agreement(s) authorizing the Interconnecting Customer to use the Site for the purpose of siting and operating the Facility ("Agreement"), and such Agreement is in full force and effect as of the date of hereof. The Landowner has not granted any other party any rights that would conflict with, materially interfere, or prohibit the Interconnecting Customer's ability to use the Site for the purposes described herein.

The term (including options to extend) of the Agreemen	t expires on:
The Interconnecting Customer understands that the Con and Consent Form. Any false assertions made will rend without limitation, cancellation of the Interconnecting Cof queue position.	er this certification null and void and may result in
Landowner	
Signature:	Date:
Name:	Title:
Interconnecting Customer	
Signature:	Date:
Name:	

Issued by: Craig A. Hallstrom Filed: June 21, 2021

President Effective: September 15, 2021

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ATTACHMENT 2

Certificate of Completion for Simplified Process Interconnections

Installation Inf	<u>formation</u> :	☐ Check if	f owner-installed			
Interconnecting	Customer	Name (print):				
Contact Person:	:					
Telephone (Day	ytime):		(Evening):			
Facsimile Num	ber:		_ E-Mail Addres	ss:		
Address		Facility	`		from	above):
Electrical Contr	actor's Na	me (if appropriate	e):			
Mailing Addres	ss:					
City:			State:	Zip	Code:	
Telephone (Day	ytime):		_ (Evening):			
Facsimile Num	ber:		_ E-Mail Addres	ss:		
License number	r:					
		Facility granted l				
Application ID	number: _	 				
Inspection :						
The system has	s been inst	alled and inspect	ted in complian	ce with the local	Building/Electr	rical Code of
(City/C	ounty)					
					TH. 1 -	
Issued by:	Craig A Preside	A. Hallstrom ent			Filed: Jective: Septem	une 21, 2021 ber 15, 2021

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Signed (L	cal Electrical Wiring Inspector, or attach signed electrical inspection):	
Name (pri	nted):	
Date:		
License #	 	
	tion of interconnection you are required to send/fax a copy of this form along with a copy of the trical permit to (insert Company's name below):	
	Name:	
	Company:	
	Mail 1:	
	Mail 2:	
	City, State ZIP:	
	Fax No.:	

Issued by: Craig A. Hallstrom Filed: June 21, 2021

President Effective: September 15, 2021

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit B - Generating Facility Expedited/Standard Pre-Application Report Form

Interconnecting Customer Name (p. Contact Person:		
Mailing Address:		
City:		
Геlephone (Daytime):	(Evening):	
Facsimile Number:	E-Mail Address:	
Alternative Contact Information (e	.g., system installation contr	ractor or coordinating company)
Name (print):		
Contact Person:		
Mailing Address:		
City:	State:	Zip Code:
Telephone (Daytime):	(Evening):	
Facsimile Number:	E-Mail Address:	
Facility Information:		
	(street address with cross st	reets, including town, and a Google Map sti
2) Generation Type:		
3) Size (AC kW):		
5) Stand-alone (no on-site load, n Yes No	ot including parasitic load)?	
6) If there is existing service at th	e Proposed Facility site, pro	vide:
Issued by: Craig A. Hallst President	rom	Filed: June 21, 2021 Effective: September 15, 2021

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* *	eport is simply a snapshot in time and is non-	binding.
\$250(\ge 250kW to <500W)	\$750(≥500 kW)	
Pre-Application fee must be subn	nitted with this form:	
or service upgrade needed?		
ii) Maximum kW:		
i) Minimum kW:		
site minimum and maximum	n (if available) current or proposed electric loa	ıds
Interconnecting Customer Ad	ecount Number	
	site minimum and maximum i) Minimum kW: ii) Maximum kW: or service upgrade needed? Pre-Application fee must be subn \$250(≥250kW to <500W)	site minimum and maximum (if available) current or proposed electric loa i) Minimum kW: ii) Maximum kW: or service upgrade needed? Pre-Application fee must be submitted with this form: \$250(≥250kW to <500W) \$750(≥500 kW) e aware that this Pre-Application Report is simply a snapshot in time and is non-

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit C - Expedited/Standard Process Interconnection Application

Instructions

(please do not submit this page)

General Information

Prior to submitting an Interconnection Application through either the Expedited or Standard Process, all Interconnecting Customers with Facilities that are 250 kW or greater must request and receive a Pre-Application Report from the Company (Exhibit B). If the Pre-Application Report is not received within the applicable Time Frame, the Interconnecting Customer can file its application. The Pre-Application Report is optional for those Facilities that are less than 250 kW. Complete information regarding the Pre-Application Report is found in Section 3.2 of the Standards for Interconnection of Distributed Generation Tariff ("Interconnection Tariff) which is located on the Company's website.

If you wish to submit an application to interconnect your generating facility using the Expedited or Standard Process following receipt of the Pre-Application Report as applicable, 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 \$4.50/kW (minimum of \$300 and maximum of \$7,500).

<u>Contact Information</u>: You must provide as a minimum the contact information of the legal applicant, i.e. Interconnecting Customer. If another party is responsible for interfacing with the Company (utility), you must 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 or public utility holding company, or by any entity owned by either. "Electric service company" is intended to mean and include any entity that is not eligible for net metering services under the net metering statutes, regulations, Department orders, and distribution company tariffs.

Confidentiality Statement: In an ongoing effort to improve the interconnection process for Interconnecting Customerowned generating facilities, the information you provide and the results of the application process will be aggregated with the information of other applicants, i.e. Interconnecting Customers, and periodically reviewed by a DG Working Group 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, for projects that qualify for a Group Study, the Company is authorized to share the Interconnecting Customer's contact information and project details with other Interconnecting Customers also involved in the Group Study. For projects that do not qualify for a Group Study, you may choose to allow the non-identifying information specific to your application to be shared with the Working Group 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

shared.	fication information (contact data) and specific generating facility is	ocation will
Generating Facility Information		
Application Number:	(required for revisions not submitted via online application portal)	Page 113

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

<u>Account and Meter Numbers</u>: Please consult an actual electric bill from the 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.

AC Rating: The AC power output rating of the individual inverter.

<u>System Design Capacity</u>: The system total of the inverter AC Ratings. If there are multiple inverters installed in the system, this is the sum of the AC Ratings of all inverters

<u>DC-STC rating (kW):</u> The DC-STC of all of the inverters of the Facility, regardless of the number of DC PV panels that are installed.

<u>UL 1741 Listed?</u> 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.

<u>DEP Air Quality Permit Needed?</u> 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.

Generating Facility Expedited/Standard Process Interconnection Application

Interconnecting Customer (print):	Co	ntact Person:
Mailing Address:		
City:	State:	Zip Code:
Telephone (Daytime):	(Evening):	
Facsimile Number:	E-Mail Address:	
Customer name (if Customer is not Inte	erconnecting Customer)	
Customer email:	Customer t	telephone:
Customer Mailing Address:		
City:	State	Zip Code:

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Landowner name (if neither Inter	connecting Customer nor Cu	stomer)	
Landowner email:	Landowner	telephone:	
Landowner Mailing Address:			_
City:			_
Alternative Contact Information (e.g., system installation contract			
Name:			_
Mailing Address:			_
City:	State:	Zip Code:	_
Telephone (Daytime):	(Evening):		
Facsimile Number:	E-Mail Address:		_
Ownership (include % ownership	by any electric utility):		
Site Control? (Y/N) If "n provide evidence of site control v	no", the Application may not	be submitted at this time. Inter	connecting Customer must
Will Facility be constructed on a	single parcel of land? (Y/N)		
Authorized/Proposed generation	capacity already exists (check	k all that apply):	
On Current Account	On Same Legal Parcel of	Land In Same Building/Strue	cture
If any apply, include exis	sting generation capacity on d	lesign diagrams, and provide App	olication Number(s):
Confidentiality Statement: "I agreaddress) to be reviewed by the interconnections." Yes No	Massachusetts DG Working		
Group Study Agreement: "I unde to share my contact information a			
Generating Facility Informatio	<u>n</u>		
Please provide all Pre-Application greater than or equal to 250 kW.	on Reports (either mandatory	or optional) as attachments. Th	is is mandatory for systems
Address of Facility:			_
Application Number:	(required for revisions r	not submitted via online application	portal) Page 115 of 183

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City:	State:	Zip Code:	:		
Electric Distribution Company:				_	
Account Number:					
Meter Number:					
System Design Capacity:	Nominal (k	W) (kVA)			
	Maximum (kY	W) (kVA)			
For Solar PV provide the DC-S	ΓC rating: (kW _{DC})				
Type of Generating Unit: Sync	hronous Induction	Inverter			
Manufacturer:	Mode	el:			
Prime Mover: Fuel Cell	Reciprocating Engine (Gas Turbine Steam T	Гurbine		
Microturbin	e Photovoltaic Other				
Energy Source: Solar Other	Wind H (Please Spec	ydro Diesel Diesel	Natural Natural	Gas Fuel	Oil
For Solar PV provide the DC-S	ΓC rating: (kW)				
IEEE 1547.1 (UL 1741) Listed?	Yes		_ No		
1) Generating Unit Type 1					
Manufacturer:	_Model Name and Number	:: Quantit	ty:		
Single or Three Phase					
AC Rating: Nominal:	(kW) (kVA)	(AC Volts)			
Maximum:	(kW)(kVA)	(AC Volts)			
2) Generating Unit Type 2					
Manufacturer: Single or Three Phase	_Model Name and Number	:: Quantit	ty:		
AC Rating: Nominal:	(kW)(kVA)	_ (AC Volts)			
Maximum:	(kW)(kVA)	(AC Volts)			
Application Number	(required for revision	ons not submitted via onlin	ne annlication portal) Page 116	of 183

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3) Genera	uting Unit Type (3 (if applicable)					
ŕ			nd Number: _	Qı	uantity:		
Single or Th	ree Phase						
AC Rating:	Nominal:	(kW) ((kVA)((AC Volts)			
	Maximum:	(kW)	(kVA)	(AC Volts)			
Need an		permit fr you applied for it			No	Not	Sure
Planning to Exp	port Power? Yes	S No	A Cogenerat	ion Facility? Ye	es No		
Anticipated Exp	port Power Purc	haser:					
Export Form?		Purchase/Sale			Net Metering		Other (Specify)
if under the pub and therefore b Est. Install Date Application Pr I am opting to f	plic cap, all off-tope certified by the e: Estendament Expension of the Expension of	akers must be a Me DPU. St. In-Service Da dited Process. Ple best of my kr	Aunicipality or te:	Other Government Nee Agreement Nee as application up of the inform	on of Distributed General Entity (as defined as defined	ned in 2	Yes No
The in	nformation	provided	in	this	application Date:	is	complete:
ISO-NE Whole	esale Market P	articipation					
Is the project in	ntending to parti-	cipate in any ISC	NE market?	Yes No_	Uncertain		
If so, in which	ISO-NE market	(s) do(es) the pro	ject intend to	participate?			
							_
Application Num	nber:	(require	ed for revisions	not submitted via	a online application port	tal)	Page 117 of 183

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION If so, does the project intend to be: Asset Lead Participant _____ Or Resource Lead Participant For DG Facilities paired with an energy storage system, the DG applicant shall state any intent to participate for the DG facility and energy storage system separately. Is the energy storage system intending to participate in any ISO-NE market? Yes No Uncertain If so, in which ISO-NE market(s) do(es) the energy storage system intend to participate? **Generating Facility Technical Detail** Information on components of the generating facility that are currently Listed Equipment Type Manufacturer Model National Standard 1. 2. 3. 5. Total Number of Generating Units in Facility? Generator Unit Power Factor Rating: Max Adjustable Leading Power Factor? _____ Max Adjustable Lagging Power Factor? _____

Application Number: _____ (required for revisions not submitted via online application portal)

Harmonics Characteristics:

Generator Characteristic Data (for all inverter-based machines)

Max Design Fault Contribution Current? _____Instantaneous ____ or RMS? ____

Start-up power requirements:

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Generator Characteristic Data	(for all rotatin	g machines)
Rotating Frequency: (rpm)	Neutral	Grounding Resistor (If Applicable):
Additional Information for Syn	chronous Gen	erating Units
Synchronous Reactance, Xd:	(PU)	Transient Reactance, X'd: (PU)
Subtransient Reactance, X'd:	(PU)	Neg Sequence Reactance, X2:(PU)
Zero Sequence Reactance, Xo: _	(PU)	kVA Base:
Field Voltage: (Volts) I	Field Current:	(Amps)
Additional information for Indu	uction Genera	ting Units
Rotor Resistance, Rr:	Stator Resistance	ce, Rs:
Rotor Reactance, Xr:	Stator Reactanc	e, Xs:
Magnetizing Reactance, Xm:	Short C	Circuit Reactance, Xd":
Exciting Current:	Temperature Ri	se:
Frame Size:		
Total Rotating Inertia, H:	Per Uni	it on kVA Base:
Reactive Power Required In Vars		
Reactive Power Required In Vars	(Full Load):	
Additional information for Indu	uction Genera	ting Units that are started by motoring
Motoring Power:(kW) Design	Letter:
Interconnection Equipment Tec	chnical Detail	Date:
Will a transformer be Yes No	used betw	veen the generator and the point of interconnection?
Will the transformer be provided	by Interconnec	ting Customer? Yes No
Transformer Data (if applicable	e, for Intercon	necting Customer-Owned Transformer):
Nameplate Rating:(kVA) Single	or Three Phase
Transformer Impedance:	(%) on a	kVA Base
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If Three Phase:							
Transformer Primary: Transformer Secondary: _	$-\frac{\text{(Volts)}}{\text{(Volts)}}$	_ Delta	_ Wye	_ Wye Grounded	_ Other		
Transformer Secondary: _	(voits)_	Della_	wye_	w ye Grounded _	Other		
Transformer Fuse Data							
(Attach copy of fuse manu	ifacturer's Mi	inimum Me	eit & Totai	Clearing Time-Curre	nt Curves)		
Manufacturer:	Type: _		Siz	e: Speed: _			
Interconnecting Circuit	Breaker (if a	pplicable)	<u>:</u>				
Manufacturer:	Type:		Loa	d Rating: (Am	nps) Interru	pting Rating: (Am	ps)
Manufacturer: Trip Spee	ed:(Cycles)		8(()	
Interconnection Protecti	ve Relavs (if	applicable	e):				
(If microprocessor-contro			_ _				
List of Functions and Adju	ustable Setpo	ints for the	protective	equipment or softwar	e:		
Setpoint Function				Minimum		Maximum	
1.				_			
2.							
3.				_			
4.				_			
_				_			
6.				_			
(If discrete components)							
(Enclose copy of any prop	osed Time-O	vercurrent	Coordinat	ion Curves)			
Manufacturer:	Туре:	_ Style/C	atalog No.	: Proposed S	Setting:		
Manufacturer:	Туре:	_ Style/C	atalog No.	: Proposed S	Setting:		
Manufacturer:	Туре:	_ Style/C	atalog No.	: Proposed S	Setting:		
Manufacturer:	Туре:	_ Style/C	atalog No.	: Proposed S	Setting:		
Manufacturer:	Туре:	_ Style/C	atalog No.	: Proposed S	Setting:		
Application Number:		_ (required :	for revisions	s not submitted via onlir	ne application	n portal) Page 120 of 1	183

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Manufacturer:	_ Type:	Style/Catalog No.:	Proposed Setting:	
Current Transformer	Data (if applic	able):		
(Enclose copy of Manuf	acturer's Excita	ation & 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:	

NST A	AR ELI	ECTRI	CCC	MPA	NY
d/b/a	EVER	SOUR	CE E	NERO	Ϋ́

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		 -
Enclose 3 copies, or send 1 electronic facility equipment, current and poter professional engineer (PE) stamp. En	copy, of site electrical One-Line Diagram showing the configuration ntial circuits, and protection and control schemes with a Massach nclose 3 copies, or send 1 electronic copy, of any applicable site do n of the proposed generating facility (e.g., USGS topographic map or	nusetts registered cumentation that
Proposed Location of Protective Inter (Include Address if Different from Ap		
Enclose copy of any applicable site of schemes.	documentation that describes and details the operation of the protection	ction and control
Enclose copies of applicable schematicircuits, and alarm/monitoring circuits	ic drawings for all protection and control circuits, relay current circuits (if applicable).	ts, relay potential
When mailing application fee check payment. Please enclose any other in	as, please enclose a copy of this signed interconnection application of the formation pertinent to this Facility.	on form with the
Application Number:	(required for revisions not submitted via online application portal)	Page 122 of 183

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit C – Generating Facility Expedited/Standard Process Interconnection Application

<u>Attachment 1A – Interconnecting Customer Landownership Self-Certification Form</u>

This Interconnecting Customer Landownership Self-Certification form must be submitted as part of an application submission if the Interconnecting Customer is the Landowner of the site for the proposed Facility. The form must be revised and resubmitted if there are any changes prior to the execution of the Exhibit G – Interconnection Service Agreement that would invalidate the information provided herein, including, without limitation, a change in the Landowner or Interconnecting Customer.

If the Interconnecting Customer is not the Landowner of the site, Attachment 1B – Landowner Certification and Consent Form is required instead.

Where available, applicants are encouraged to submit this form online using webforms provided by the Company.

	Date this Landownership Self-Certification Form is being submitted: This form is to accompany an initial application; or resubmitted/revised for existing Application No.			
7.	Applic	eation Information:		
	a.	Interconnecting Customer:	Contact Name:	
		Application Number (if available):		
	c.	Site where the Facility will be located ("Site"): Street Address:		
		City:		
		State:		
		Zip Code:		
8.	Interco	onnecting Customer certifies as follows:		
	a.	I certify that I own the Site where the proposed Facili	ty is to be sited.	
	b.	☐ I certify that I have beneficial ownership through the	legal entity identified below of the Site where the	
		proposed Facility is to be sited.		
		i. Name and type of Legal Entity:		
		ii. State of organization of Legal Entity:		
		iii. A beneficial owner may need to provide addition	al information regarding the Legal Entity and the	
		beneficial owner's control of the Legal entity for	the Company to deem the application complete.	

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The Interconnecting Customer understands that the Company is relying upon this Interconnecting Customer Landownership Self-Certification Form. Any false assertions made will render this certification null and void and may result in, without limitation, cancellation of the Interconnecting Customer's Interconnection Application and/or loss of queue position.

<u>Interconnecting Customer</u>	
Signature:	Date:
Name:	Title:

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit C – Generating Facility Expedited/Standard Process Interconnection Application

Attachment 1B - Landowner Certification and Consent Form

This Landowner Certification and Consent Form must be submitted as part of an application submission if the Interconnecting Customer is NOT the Landowner of the site for the proposed Facility. The form must be revised and resubmitted if there are any changes prior to the execution of the Exhibit G – Interconnection Service Agreement that would invalidate the information provided herein including, without limitation, a change in the Landowner or Interconnecting Customer, or expiration or termination of the Agreement (as defined below).

If the Interconnecting Customer is the Landowner of the site, Attachment 1A – Interconnecting Customer Landownership Self-Certification form is required instead.

For this form to be deemed complete by the Company, it shall be completed in its entirety and executed by the Landowner and the Interconnecting Customer.

Where available, applicants are encouraged to submit this form online using webforms provided by the Company.

mpar	ıy.						
4.	4. Date this Landowner Certification and Consent Form is being submitted:						
5.	This fo	orm is to accompany an initial application; or resubmitted/revised for existing Application	ntion No				
6.	Applic	ation Information:					
	e.	Application Number (if available):					
	f.	Interconnecting Customer:	Contact Na	ame:			
	g.	Landowner:	Contact Na	ame:			
	h.	Site where the Facility will be located ("Site"):					
		Street Address:					
		City:					
		State:					
		Zip Code:					
Issue	ed by:	Craig A. Hallstrom President	Filed: Effective:	,			

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Landowner and Interconnecting Customer certify as follows: The Landowner and the Interconnecting Customer have entered into an agreement(s) authorizing the Interconnecting Customer to use the Site for the purpose of siting and operating the Facility ("Agreement"), and such Agreement is in full force and effect as of the date of hereof. The Landowner has not granted any other party any rights that would conflict with, materially interfere, or prohibit the Interconnecting Customer's ability to use the Site for the purposes described herein.

The term (including options to extend) of the Agreement expires on:			
and Consent Form. Any false assertions made wil	e Company is relying upon this Landowner Certification I render this certification null and void and may result it ing Customer's Interconnection Application and/or los		
Landowner			
Signature:	Date:		
Name:			
Interconnecting Customer			
Signature:	Date:		
Name:			

Issued by: Craig A. Hallstrom Filed: June 21, 2021

President Effective: September 15, 2021

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ATTACHMENT 2

Certificate of Completion for Expedited/Standard Process Interconnections

Installation Infor	mation:	☐ Check if owner-installed	1	
Interconnecting C	ustomer Nam	e (print):		
		State:		
Telephone (Daytin	me):	(Evening):		
Facsimile Number	r:	E-Mail Addre	ss:	
Address of Facilit	y (if different	from above):		
Electrical Contrac	etor's Name (i	f appropriate):		
Mailing Address:				
		State:		
Telephone (Daytin	me):	(Evening):		
Facsimile Number	r:	E-Mail Addre	ss:	
License number: _				
Date of approval t	o install Facil	ity granted by the Company	:	
Application ID nu	mber:		_	
Inspection :				
The system has b	oeen installed	and inspected in complian-	ce with the local Buildi	ng/Electrical Code of
(City/Cou	inty)			
Issued by:	Craig A. Ha		Filed: Effective:	June 21, 2021 September 15, 2021

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Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection):			
Name (print	ed):		
Date:			
License # _			
	on of interconnection you are required to send/fax a copy of this form along with a copy of the rical permit to (insert Company's name below):		
	Name:		
	Company:		
	Mail 1:		
	Mail 2:		
	City, State ZIP:		
	Fax No.:		

Issued by: Craig A. Hallstrom Filed: June 21, 2021

President Effective: September 15, 2021

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Exhibit D - Supplemental Review Agreement

<u> </u>
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). 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.
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 and a construction schedule 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 \$4,500. 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
Issued by: Craig A. Hallstrom Filed: June 21, 2021 President Effective: September 15, 2021

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Company Date

Issued by: Craig A. Hallstrom Filed: June 21, 2021

President Effective: September 15, 2021

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Exhibit E - Impact Study Agreement

This Agreement, dated	, is entered into by and between
("Interconnecting Customer') an	the Company, for the purpose of setting forth the terms, conditions and
costs for conducting an Impact S	dy relative to the Standard Process as defined in Section 1.0 and outlined
in Section 3.0 of the Interconnec	on Tariff. This Impact Study pertains to Application Number
(the Interconnecting Customer's	pplication ID number). Terms used herein without definition shall have
the meanings set forth in Secti	n 1.2 of the Interconnection Tariff which is hereby incorporated by
reference.	

- 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. To the extent any studies or System Modifications are required, all associated agreements will be between the Affected System operator and the Interconnecting Customer.
- 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 ±25%) and a Detailed Study Agreement and its estimated cost. Interconnecting Customers who elect to execute an Interconnection Service Agreement following the completion of the Impact Study but prior to the commencement of the Detailed Study, pursuant to

Issued by: Craig A. Hallstrom Filed: June 21, 2021

President Effective: September 15, 2021

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Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, $\pm 25\%$, as identified by the Company in the Impact Study.

- 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 \$____ (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. 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 this 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.
- 8) Final Accounting. An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the Impact Study, and (b) Interconnecting Customer's previous aggregate payments to the Company for the Impact Study within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in this 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) Business 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

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Interconnecting Customer an amount equal to the difference within forty-five (45) Business Days of the provision of such final accounting report.

- 9) 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 8 above.
- 10) Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
- 11) 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.
- 12) 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

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all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer.

- 13) 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.
- 14) This agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.
- 15) All amendments to this Agreement shall be in written form executed by both Parties.
- 16) The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
- 17) This Agreement will remain in effect for a period of up to two years from its effective date.
- 18) 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, specifically Section 3.6.2.

Interconnecting Customer:	Company:
Name:	Name:
Title:	Title:
Date:	Date:

Issued by: Craig A. Hallstrom
President

Filed: June 21, 2021
Effective: September 15, 2021

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Exhibit F - Detailed Study Agreement

This Agreement, dated	, is ente	ered into by a	and between		
("Interconnecting Customer') an	d the Company, for	the purpose of	f setting forth t	he terms, condi	tions and
costs for conducting a Detailed S	Study relative to the	Standard Proc	ess as defined	in Section 1 and	outlined
in Section 3 of the Interconnecti	ion Tariff. This Deta	ailed Study pe	ertains to Appli	cation Number	
(the Interconnecting Customer's	application ID numb	ber). Terms u	sed herein with	out definition s	hall have
the meanings set forth in Section	ion 1.2 of the Inter	connection T	ariff which is	hereby incorpo	orated by
reference.					

- 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. To the extent any studies or System Modifications are required, all associated agreements will be between the Affected System operator and the Interconnecting Customer.
- 4) The Company will provide an estimate of the costs of the System Modifications required and a construction schedule. Interconnecting Customers who elect to execute an Interconnection Services Agreement following the completion of the Impact Study but prior to the commencement of the Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, ±25%, as identified by the Company in the Impact 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

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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 \$______ (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. 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 this 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.
- 8) Final Accounting. An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the Detailed Study, and (b) Interconnecting Customer's previous aggregate payments to the Company for the Detailed Study within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in this 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 Business 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) Business Days of the provision of such final accounting report.
- 9) 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

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under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 8 above.

- 10) Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
- 11) 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 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.

- 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.

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- 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, specifically Section 3.6.2.

Interconnecting Customer:	Company:
Name:	Name:
Title:	Title:
Date:	Date:

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Exhibit G - Interconnection Service Agreement

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	4.1 b) The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.
	4.1 a)The Parties agree in writing to terminate the Agreement.
	4.1. This Agreement may be terminated under the following conditions.
4.	Termination.
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.
	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").
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 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Retail Customer, attached as Exhibit H to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement. If neither the Interconnecting Customer nor the Customer is the Landowner of the property where the Facility is sited, a Landowner Consent Agreement, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement, unless the Company, in its sole discretion, waives this requirement.
1.	Parties. This Interconnection Service Agreement ("Agreement"), dated as of

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- 4.1 c)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 d) 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 e)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. <u>Survival of Obligations</u>. 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. <u>Related Agreements</u>. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing. If the Interconnection Service Agreement is signed prior to a Detailed Study (if applicable), the System Modifications construction schedule from the Detailed Study when finalized shall be deemed a part of the signed Interconnection Service Agreement.
- 5. General Payment Terms. The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. The Interconnecting Customer shall also be directly responsible to the Affected System Operator and/or Affected System Owner of any potentially Affected System for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems and any resulting Affected System costs for its requirements, including, without limitation, modifications to the electric power system of the Affected System and operation and maintenance costs; provided, however, the Company may, in its sole discretion, elect to include the additional Affected System study and/or system modification costs known at the time of this Agreement in the Company's costs and payment terms identified in Attachment 3 of this Agreement, and the Interconnecting Customer will pay such costs to the Company (and will be responsible for any and all actual costs thereof). Where the Company includes the Affected System costs in this Agreement, the costs will be collected by the Company and passed-through to the

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Affected System Operator(s). Interconnecting Customer shall not be required to pay any costs related to Company infrastructure upgrades or System Modifications upon execution of the Interconnection Service Agreement (or once the Interconnecting Customer receives the construction schedule). Interconnecting Customers shall have 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay 25 percent of those costs; if an Interconnecting Customer pays such cost within the 60 Business Day Time Frame, the Interconnecting Customer shall have an additional 120 Business Days from the earlier of the date of receipt of the first payment or 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay the remainder of the costs. If the Company fails to sign this Interconnection Service Agreement within 15 Business Days after receipt of the first installment payment by the Interconnecting Customer, this Interconnection Service Agreement shall be deemed accepted by the Company on the 15th Business Day after receipt of the first installment payment. If the system modifications exceed \$25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties, within the Time Frames for payment of such costs under the Interconnection Service Agreement in Section 3.6.2. Any such payment plan shall be set forth in Attachment 3. The payment plan may include a payment schedule different than the 60 Business Day payment schedule requirements set forth in this paragraph above, but shall not exceed 180 Business Days.

Construction estimates are valid for 60 Business Days from when they are delivered to the Interconnecting Customer. If an Interconnecting Customer payment is not received within 60 Business Days of receiving the Interconnection Service Agreement in the Expedited Process, or the Impact Study in the Standard Process, the Company has the right to reassess construction costs and Time Frames. In the event that the Interconnecting Customer fails to pay the Company within the Time Frame required by this provision, the Interconnecting Customer's interconnection application and this Interconnection Service Agreement will be cancelled and its interconnection queue position will be lost. Further, any fees paid will not be refunded. The construction schedule will commence once the Interconnecting Customer's financial payment has been made in full or as otherwise provided in Attachment 3. The Company's obligation to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction or as otherwise provided in Attachment 3.

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 on the Company's EPS up to a total amount of

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increase of 10% only. Interconnecting Customers who elected to execute an Interconnection Services Agreement following the completion of the Impact Study but prior to the commencement of any required Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, $\pm 25\%$, as identified by the Company in the Impact Study. An Interconnecting Customer that is part of a Group shall be responsible for the System Modification costs authorized in the Group Study Agreement. All costs that exceed the above caps 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) Business Days of the Company's notice of increase, authorize such increase and make payment in the amount up to the above caps, or the Company will suspend the work and the corresponding agreement will terminate. The foregoing cost adjustment procedures shall only apply to the Company System Modification costs identified in Attachment 3. The Interconnecting Customer shall be responsible for the actual Affected System Operator and/or Affected System Owner costs, including operation and maintenance costs, and any additional Company costs necessitated as a result of the Affected System Operator and/or Affected System Owner requirements not specified as of the date of this Agreement, none of which shall be subject to any cost caps or limitations.

5.2. Final Accounting.

An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company under the Interconnection Service Agreement for such System Modifications within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 Business 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) Business Days of the provision of such final accounting report.

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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 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

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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 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 a) 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 b) 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. In addition to any rights and easements required by the Company in accordance with the above provision, the Interconnecting Customer shall obtain an executed Landowner Consent Agreement (Exhibit I) from the Landowner, unless the Company, in its sole discretion, waives this requirement.

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6.4 c) 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 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 damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.
- 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

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Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

- 7.1 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.
- 7.1 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.
- 7.1 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.
- 7.1 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.

- 7.2 a) 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.

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- 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:
 - 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;

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- 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 for as provide below in subsection 11.1(b).
- 11.1 b) Pursuant to 220 CMR §18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 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 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

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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 at least "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 (d) provide for thirty (30) calendar

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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:

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- 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 se	lf-insurance,	endorsements,	cancellations,
te	rminations, alteration	s, and mate	rial changes	of suc	h insurance sl	hall be issued an	nd submitted to
th	e following:						
ΓC	NI I						
_	ompanyName]						
At	tention:						
		(specifi	c requiremen	nts)			
			-				

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.

Craig A. Hallstrom June 21, 2021 **Issued by:** Filed:

Effective: September 15, 2021 President

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- 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. The Interconnecting Customer further understands and acknowledges that, consistent with Section 3.4 of the Interconnection Tariff, the Company will coordinate with the Affected System Operator and/or Affected System Owner to facilitate the interconnection of the Facility to the Company's EPS; however the Company does not represent the Affected System Operator and/or Affected System Owner and is not responsible for any action or inaction on the part of the Affected System Operator and/or Affected System Owner. The Affected System Operator and/or Affected System Owner are not parties to this Agreement even though the Company may incorporate some Affected System Operator and/or Affected System Owner requirements herein. The Company disclaims any and all responsibility and liability in connection with any ASO Studies and Affected System modifications and the Interconnecting Customer hereby waives recourse against and releases the Company, its directors, officers, employees and agents from any and all losses, penalties, claims, demands, fees, damages or other liabilities arising from or attributable to, either directly or indirectly, such ASO Studies and/or Affected System modifications.
- 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 Interconnecting 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, lightning, storms, and other

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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.

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 to the person specified below:

If to Company:	Name Attention:
	Phone:
	Email: FAX:
If to Interconnecting Customer:	Name Address:
	City:Phone:

Issued by: Craig A. Hallstrom
President

Filed: June 21, 2021
Effective: September 15, 2021

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Email:	
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 17.1.
- 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, email 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) Interconnecting Customer fails to pay amounts due for System Modifications in accordance with the Time Frames set out in Section 5 of this Agreement and Section 3.6.2 of the Tariff;
 - ii) 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, except as noted in Section 18.1(i), above, and 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
 - iii) 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;

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President Effective: September 15, 2021

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- 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.
- 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.

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- 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.

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Interconnecting Customer	Company
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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The following attachments will be 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 H of the Interconnection Tariff)
- Attachment 6: Landowner Consent Agreement (to be signed by the Landowner where the Facility will be located when the Landowner is neither the Customer nor Interconnecting Customer --Exhibit I)
- Attachment 7: System Modifications construction schedule. If the Interconnection Service Agreement is signed prior to a Detailed Study (if applicable), the System Modifications construction schedule from the Detailed Study when finalized shall be deemed a part of the signed Interconnection Service Agreement

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Exhibit H - 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.)

This Agreement between the Company and the Company's Retail Customer

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:
Name:
Attention:
Address:
City:

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3.

Issued by:

Craig A. Hallstrom President

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<u>S</u> 7	TANDARDS FOR INT	ERCONNECTION OF DISTRIBUTED GENERATION
	Phone:	
	FAX: Company Account Number:	
2.2.	Services Agreement betw	erconnected with the Company's EPS pursuant to an Interconnection veen Company and Interconnecting Customer, its successors or assigns ner") dated ("Interconnection Service Agreement").
2.3	Interconnecting Custome	r's contact information:
	Name:	
	Attention:	
	Address:	
	City:	
	Phone:	
	FAX:	
CUS	STOMER ACKNOWLED	GMENT AND OBLIGATIONS
3.1.	Interconnecting Customer Customer's premises. Suc loads associated with the e	that it has authorized the Facility to be installed and operated by in accordance with Company's Interconnection Tariff on or adjacent to the Facility shall be used to serve all or a portion of Customer's electrical electric service provided by Company at the location identified in Section all be solely responsible for the terms of any agreement between it and it.
3.2.	tariffs, and any other regu	responsible for any charges incurred under Company's electric service lations and laws governing the provision of electric services. Customer been made aware of the charges and conditions related to the operation

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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 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.

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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.

6.1. 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 to the

6. NOTICES

person specified below:

If to Company:

Name
Attention:
Address:

Phone:
FAX:

If to Customer:

Name
Attention:
Address:

City:
Phone:

- 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

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FAX:

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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.

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- 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.
- 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,

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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 (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

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Customer	Company
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

President

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Exhibit I-Landowner Consent Agreement

(Note: This Consent is to be signed by the owner of the land where the distributed generation installation and interconnection will be placed, when the owner or operator of the distributed generation installation is not also the owner of the land, and the landowner's electric facilities will not be involved in the interconnection of such distributed generation installation.)

not be involved in the interconnection of such distributed gene	eration installation.)	
This Consent is executed by "Landowner"; as used herein the term shall include the Landowner as owner of the real property situated in the City/Town of		
1. The purpose of this Consent is to provide the Con of a distributed generation facility (the "Facility") by the Intercobeen approved by the Landowner.		
2. The Landowner hereby acknowledges that it has a operated by Interconnecting Customer on the Property pursuant to the Interconnecting Customer that are in full force and effect as of	agreements between the Landowner and	
3. The Landowner hereby acknowledges that the Landowner shall look solely to the Interconnecting Customer for the performance of and compliance with all of the terms of any agreements between the Landowner and the Interconnecting Customer, and that the Company shall not, by virtue of any agreement between the Company and the Interconnecting Customer, be deemed to have assumed any obligation or liability to the Landowner.		
4. The Company hereby acknowledges that the Company shall look solely to the Interconnecting Customer for the performance of and compliance with all of the terms of any agreements between the Company and the Interconnecting Customer, and that the Landowner shall not, by virtue of any agreement between the Landowner and the Interconnecting Customer, be deemed to have assumed any obligation or liability to the Company.		
Issued by: Craig A. Hallstrom	Filed: June 21, 2021	

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- 5. The Landowner hereby grants the Company access as necessary to the Property for Company personnel, contractors or agents, to perform Company's duties under the agreements with the Interconnecting Customer.
- 6. Landowner acknowledges and agrees that the Company shall have no liability to the Landowner, whether in tort or contract, or under any other legal theory, and specifically excluding any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from (a) the installation or operation of the Facility on the Property, or (b) any act or omission in the Interconnecting Customer's performance of its agreements with the Landowner or the Company, except to the extent caused solely by the negligence or willful misconduct of the Company, its agents, contractors or employees.
- 7. 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 the law of a different jurisdiction.

IN WITNESS WHEREOF, the Landowner and the Company have caused this Consent to be executed under seal by its duly authorized representatives.

LANDOWNER

By:			
Name:	 		
Title:	 	 	
COMPANY			
COMIANT			
By:			

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Interconnection Tariff.

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Exhibit J - Extended Group Study Consent Form

By this Extended Group Study Consent Form ("Unanimous Consent"), issued by the Company on ("Issuance Date"), the Interconnecting Customers identified below hereby unanimously consent to proceed with an Extended Group Study as defined in Section 1.2 of the Interconnection Tariff and in accordance with the Group Study Process as outlined in Section 3.4.1 of the Interconnection Tariff. Terms used herein without definition shall have the meanings set forth in Sections 1.2 and 3.4.1 of the Interconnection Tariff which are hereby incorporated by reference.
The Extended Group Study will produce an estimate for the cost of System Modifications to the Company's EPS within \pm 15%. Unanimous consent to proceed with an Extended Group Study, evidenced by signatures from each Interconnecting Customer in the Group below, must be provided to the Company within five business days of the Issuance Date.
Each Interconnecting Customer hereby expressly acknowledges that the Extended Group Study is not subject to enforceable Time Frames under the Interconnection Tariff and further expressly acknowledges and agrees that each Interconnecting Customer in the Group assumes any and all risk that the Company does not complete the Extended Group Study within the Time Frames identified in Section 3.4.1 of the

IN WITNESS WHEREOF, the Interconnecting Customers hereto have caused this Unanimous Consent to be executed under seal by their duly authorized representatives.

Issued by:	Craig A. Hallstrom President	Filed: Effective: S	June 21, 2021 September 15, 2021
Signature:		Signature:	
Company:		Company:	
Interconnectin	ng Customer:	Interconnecting Customer:	
Date:		Date:	
Title:		Title:	
Name:		Name:	
Signature:		Signature:	
Company:		Company:	
Interconnectin	ng Customer:	Interconnecting Customer:	

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Name:	Name:
Title:	Title:
Date:	Date:
Interconnecting Customer:	Interconnecting Customer:
Company:	Company:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Issued by: Craig A. Hallstrom Filed: June 21, 2021

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

President

M.D.P.U. No. 55A Cancels M.D.P.U. No. 55

Effective: September 15, 2021

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit K - Group Study Agreement

This A	greement, dated		ntered into	•	and between Company, for the
Study I Applica The Int	e of setting forth the terms, conditions Process as outlined in Section 3.4.1 cation Number Perconnecting Customer is part of the t definition shall have the meanings search hereby incorporated by reference.	and costs for conf the Interconf (the Interconf Group identifie	onducting a Gro ection Tariff. necting Custom d on <u>Attachmer</u>	up Study rela This Group ner's applica nt 1 hereto. T	ative to the Group Study pertains to tion ID number). erms used herein
1)	The Interconnecting Customer's shat the execution of the Group Study. T is a percentage of the Group Study of design capacity for each Group mem that are not common but performed may reassess study costs subsequent such costs must be paid by the Intercany such increase shall not be so Interconnecting Customer shall not be a payment plan for Group Study fee	he Interconnect ost for common ber's Facility (in for the Intercon to a change in connecting Cust abject to the connecting cust	ing Customer's studies on the land MW AC) and necting Custor composition of tomer and the recost cap under recost cap under recost 5.5 of	share of the pasis of the a the full cost mer's Facility the Group, ar maining Gro paragraph	ggregated system for any study(ies) y. The Company ad any increase in up members (and 8 below). The
2)	The Interconnecting Customer agree information and technical data neces provided in the Interconnecting Cust	sary for the Con	npany to conduc		
3)	All work pertaining to the Group Stucoordinated only through designate Interconnecting Customer. Each parauthorized representative, if different	d and authoriz arty shall infor	ed representation the other in	ves of the C writing of it	Company and the
4)	Where there are other potentially Afran Impact Study covering all potentials be responsible for the timing of any interconnection request on other potentials be directly responsible to the potentials.	ally Affected S additional stu ntially Affected	ystems, the Cordies required to Systems. The I	npany will content of determine to the d	oordinate but not the impact of the ng Customer will
Issu	ed by: Craig A. Hallstrom			Filed:	June 21, 2021

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Group Study without the Interconnecting Customer's consent to have the other studies conducted.

- The Group Study will determine the scope and produce an estimate for the cost of System Modifications to the Company's EPS within ±25%. A Group may request an Extended Group Study designed to produce an estimate for the cost of System Modifications to the Company's EPS within ±15%. The time allowed to perform an Extended Group Study may exceed the Time Frames provided for in Section 3.4.1(d) of the Interconnection Tariff. An Extended Group Study will only be performed upon unanimous consent of all Group members, evidenced by an executed Extended Group Study Consent Form. Interconnecting Customer will be responsible for all System Modification costs in accordance with Section 5 and Section 3.4.1 of the Interconnection Tariff.
- The Group Study, together with any additional studies contemplated in Paragraph 4, 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 ISO-NE approval, should such approval be required, is completely at the Interconnecting Customer's risk.
- 7) Confidentiality. Interconnecting Customer authorizes the Company to share the Interconnecting Customer's contact information and project details with other members of the Group, except for unredacted one-line diagrams, three-line diagrams, or any other design drawing. Interconnecting Customer shall provide the Company with appropriately redacted copies of diagrams and drawings that may be shared with other Group members at the Company's discretion.
- 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, or the Company will suspend the work and the corresponding agreement will terminate.
- 9) Final Accounting. An Interconnecting Customer may request a final accounting report of any

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difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the Group Study, and (b) Interconnecting Customer's previous aggregate payments to the Company for the Group Study within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in this Agreement exceeds Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) Business 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) Business Days of the provision of such final accounting report.

- 10) In the event this Agreement is terminated for any reason, any payments made to the Group Study are non-refundable.
- Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
- 12) 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.
- 13) 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

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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 or the Group.

- 14) 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.
- This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement, including any attachments, 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. 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.
- 16) All amendments to this Agreement shall be in written form executed by both Parties.
- 17) The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
- 18) 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.

Issued by: Craig A. Hallstrom Filed: June 21, 2021

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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, specifically Section 3.6.2; (3) has been removed from the Group in accordance with the Interconnection Tariff.

Interconnecting Customer:	Company:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment 1: Group Composition and Study Cost Allocation

Attachment 2: Special Terms or Conditions for Group Study (optional by Company)

Issued by: Craig A. Hallstrom Filed: June 21, 2021

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Exhibit L

Preceding Interconnecting Customer Opt-Out Agreement

The Common house watificat	(Internal marking Contained)
	(Interconnecting Customer) on
("Issuance Date") that its distributed generation	
(Interconnection Application #	
has become the subject of a Group Study (see Tariff, Section 3.4.1). There is a compelling business or engineering reason to interconnect the Int	ne Company has determined that
as part of a Group solution.	erconnecting Customer's Facility
as part of a Group solution.	
If the Interconnecting Customer wishes to participate in the Group at this time. The Company may suspend any applicable interconnection Interconnecting Customer's Facility until the Group Study has been com an Interconnection Service Agreement. If the Interconnecting Customer Group, the interconnection application for the Facility shall be considered	processing Time Frames for the apleted, including the issuance of r later decides to drop out of the
To opt-out of participating in the Group solution and resurt individually, the Interconnecting Customer must sign and return the Company within five (5) business days of receipt. If the agreement is Company within five (5) business days, the Interconnecting Customer Company has included an explanation of the potential risks and be participation at Attachment 1 attached hereto.	opt-Out Agreement below to the not executed and returned to the shall be part of the Group. The
OPT-OUT AGREEMENT (if applicable) The Interconnecting Customer, after conducting its own due diligence and Agreement, elects to opt-out of participating in the Group and assumes all	
Interconnecting Customer:	
By: Date	
Name:	
Its:	
Issued by: Craig A. Hallstrom President	Filed: June 21, 2021 Effective: September 15, 2021

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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Attachment 1 Explanation of Potential Risks and Benefits of Opting-Out of Group Participation

[TO BE COMPLETED BY COMPANY]

This explanation of risks and benefits is provided in good faith based on the Company's experience, judgement, and information known prior to the Issuance Date about the Company's electric power system, Group facilities, and Interconnecting Customer's Facility. The Company does not warrant, or assume any legal obligation, responsibility or liability for the completeness or usefulness of, any information provided.

Issued by: Craig A. Hallstrom Filed: June 21, 2021

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Schedule Z – Additional Information Required for Net Metering Service

Host Customer Name:	Telephone:
Address of Facility:	
Billing Account Number:	
Meter Number:	Application ID Number:
Is the Host Customer a:	MunicipalityOther Governmental Entity
If so, attach a copy of DPU	issued Public Entity certification form.
aggregator, supplier, energy 1F and 220 C.M.R. §11.00?No	applying for net metering service an electric company, generation company, marketer, or energy broker, as those terms are used in M.G.L. c. 164, §§ 1 and the pole for net metering service)
NOTE: Definitions are:	

"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.

"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

Issued by: Craig A. Hallstrom Filed: June 21, 2021

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

President

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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.

"Host Customer" means a Customer with a Class I, II, or II Net Metering Facility that generates electricity on the Customer's side of the meter.

"Nameplate Capacity" means, for the purposes of calculating net metering capacity only, the nominal capacity of a system that reflects normal operating conditions, and not maximum operating conditions.

"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, which 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.

B) If applying for Net Metering as an Agricultural Net Metering Facility, please answer the following

Issued by:	Craig A. Hallstr	om		Filed:	June 21, 2021
3) Is the Agricult mentioned in Iter Yes	ural Net Metering F n B.1 above?	acility located or	n land owned or co	ontrolled by the a	gricultural business
2) Has the Com business? Yes No	missioner of the D	epartment of A	griculture recogni	zed the business	s as an agricultural
`	ility is not eligible f				• /
Yes	tural Net Metering I	7 1	1 0		
questions:	C	8	C	3 / 1	_

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F) If the Host Customer has a Class III Net Metering Facility, pleas represents the number of eligible Customer accounts to which Net M Alternatively, please complete Item G. This information will allow the purchase Net Metering Credits from the Host Customer rather than all	letering Credits would be a le Company to exercise its	illocated.
E) For any Billing Period in which the Host Customer earns Net Mete Distribution Company will apply them: Apply all of the Net Metering Credits to the account of the Host Allocate all the Net Metering Credits to the accounts of elig Metering Facilities skip Item F) Both apply a portion of the Net Metering Credits to the Host portion to the accounts of eligible Customers (Class I and II Net Metering Credits I and I I I I I I I I I I I I I I I I I I I	t Customer (Skip Items F arible Customers (Class I ar Customer's account and a	nd G) nd II Net
D) Please indicate how the Host Customer will report to the Company by the net metering facility. The information is due twice each year: (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 general September 30 each year	1) by January 31 for the pri	or year's
NOTE: If any of the answers to the questions in Item C are no, then the the net metering unless granted an exception by the Department of Public U		
1) Are all participants served by the same distribution company? 2) Are all participants served by the same ISO-NE load zone? Yes 1) Do all participants reside in the same municipality? Yes 1	sNo	
C) If applying for neighborhood net metering, please answer the follow	wing questions:	
of the agricultural business mentioned in Item B.1 above? Yes No (the facility is not eligible for Net Metering as an Agricultura	·	
4) Is the energy from the Agricultural Net Metering Facility used to pr	ovide electricity to metered	accounts
No (the facility is not eligible for Net Metering as an Agricultura	al Net Metering Facility)	

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Issued by: Craig A. Hallstrom President	Filed: June 21, 2021 Effective: September 15, 2021
If public entity, DPU Public Classification ID: Amount of Net Metering Credit Allocated:	%
Billing Account Number:	
Service Address:	
Customer Name:	
Amount of Net Metering Credit Allocated:	%
If public entity, DPU Public Classification ID:	
Billing Account Number:	
Customer Name: Service Address:	
NOTE: If a designated Customer account closes, the allocated perceaccount, unless otherwise mutually agreed in writing by the Host C	
Please identify each eligible Customer account to which the Hoc Credits by providing the following information (attach additional p	
$_$ % Amount of the Net Metering Credit being allocated. The totallocated shall not exceed 100 %. Any remaining percentage will be	
G) Please state the total percentage of Net Metering Credits to be a	allocated.
Allocate Net Metering Credits to fewer than 50 eligible Cust Allocate Net Metering Credits to 100 or fewer eligible Cust Allocate Net Metering Credits to more than 100 eligible Cu	tomer accounts (Skip Item G)
The Company will notify the Host Customer within 30 days of tallocate or purchase Net Metering Credits. If the Company elects Company will render payment by issuing a check to the Host otherwise agreed in writing by the Host Customer and Company Metering Credits, the Host Customer must complete Item G and Company.	s to purchase Net Metering Credits, the Customer each Billing Period, unless J. If the Company elects to allocate Net

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Issued by:	Craig A. Hallstrom President		Filed: Effective:	June 21, 2021 September 15, 2021
twice in any give		revised Schedule 2.	shan not o	e submitted more than
	submits it to the Company. Unless ost Customer and the Company, a			
H) The terms of t	his Schedule Z shall remain in effect		Host Custo	
	et Metering Credit Allocated:		%	
•	y, DPU Public Classification ID:			
Billing Accou				
Customer Nan Service Addre				
Amount of Ne	et Metering Credit Allocated:		%	
If public entity	y, DPU Public Classification ID:			
Billing Accou				
Service Addre				
Customer Nan	ne:			
Amount of Ne	et Metering Credit Allocated:		%	
•	y, DPU Public Classification ID:			
Billing Accou	nt Number:			
Service Addre	ess:			
Customer Nan	ne:			
Amount of Ne	et Metering Credit Allocated:		%	
•	y, DPU Public Classification ID:			
Billing Accou	nt Number:			
Service Addre	ess:			
Service Addre	ess:			

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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		OI DISTINIDGILD	GENERALION

I) 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 (Signature)		
Host Customer (Print)		
Date		

Issued by: Craig A. Hallstrom Filed: June 21, 2021

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 56 Cancels M.D.T.E. No. 170 Cancels M.D.T.E. No. 270 Cancels M.D.T.E. No. 370 Cancels M.D.T.E. No. 1029D

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FARM DISCOUNT RIDER

APPLICABILITY

The Farm Discount Rider ("FDR") applies to Customers taking service under any of the Company's Retail Delivery Service Rates who are engaged in the business of agriculture or farming as defined in G.L. c. 128, § 1A. Customers will be required to provide appropriate documentation of their eligibility for this Rider prior to commencing service hereunder.

DETERMINATION OF MONTHLY CREDIT

The Company will apply a credit in the amount of ten percent (10%) of the Retail Delivery Service charges, including the Energy Efficiency and Renewable Energy Charges, plus Basic Service charges if applicable to the total service charge rendered to the Customer each month.

TERMS AND CONDITIONS

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

Issued by: Craig A. Hallstrom
President

Filed: January 16, 2018 Effective: February 1, 2018

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M.D.P.U. No. 57 Cancels M.D.T.E. No. 173

MISCELLANEOUS CHARGES

MASTER METERED MULTIPLE OCCUPANT BUILDING LOSSES CHARGES

In multiple occupant buildings where a separate privately owned transformer(s) is required to provide electricity at a secondary utilization voltage (acceptable to the Company for metering purposes) to each Customer beyond the Company's secondary transformer, and where each Customer is separately metered, the Company will require the installation of approved master metering equipment at a suitable location immediately beyond the secondary side of the Company's transformer(s) at the building owner's expense.

The master metering equipment shall be used to determine the electrical losses incurred between the Company's secondary transformer(s) and the individual Customer-occupant metering equipment.

The building owner(s), or other person(s) responsible for the so-called "public meter" use at the premises, shall pay the charges for the electrical losses as determined under the applicable filed general service or residence rate. This charge shall be calculated initially on the basis of five percent of the kilowatthour use and demand recorded by the master metering equipment during the monthly billing period. This percentage will be reviewed periodically by the Company and adjusted to reflect the actual losses. The Customer of record will be notified of the percentage used as the basis of billing for this charge.

Issued by: Craig A. Hallstrom

President

Filed: January 16, 2018

Effective: February 1, 2018

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 58 Cancels M.D.T.E. No. 150D Cancels M.D.T.E. No. 250D Cancels M.D.T.E. No. 350D Cancels M.D.P.U. No. 1018I

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LOAD RESPONSE PROGRAM

Load Response Program, M.D.P.U. No. 58, effective February 1, 2018, is hereby canceled.

Issued by: Craig A. Hallstrom Filed: January 14, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 58 Cancels M.D.T.E. No. 150D Cancels M.D.T.E. No. 250D Cancels M.D.T.E. No. 350D Cancels M.D.P.U. No. 1018I

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LOAD RESPONSE PROGRAM

Issued by: Craig A. Hallstrom Filed: January 14, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 59F Cancels M.D.P.U. No. 59E

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PERFORMANCE BASED REVENUE ADJUSTMENT

1.01 Purpose

The purpose of this Performance-Based Revenue Adjustment ("PBRA") is to establish a mechanism that enables NSTAR Electric Company d/b/a Eversource Energy (the "Company"), subject to the jurisdiction of the Department of Public Utilities ("Department"), to adjust, on an annual basis, its base distribution rates ("Base Rates") pursuant to Section 1.07, as approved in D.P.U. 22-22. The PBRA includes a revenueindexing mechanism; cost treatment for designated Major Station Capacity Projects; a risk adjustment for the return on equity; and earnings sharing if the earned return on equity is higher or lower than established thresholds and recovery of exogenous costs.

The PBRA adjusts Base Rates using the rate of input price inflation representative of the electric distribution industry, less offsets for productivity and a consumer dividend. The exogenous cost component allows the Company to reflect costs, both positive and negative, that are beyond the control of the Company and meet a level of significance, and because the Company is subject to a stay-out provision, are deemed appropriate to recover (or return) through the PBRA. The risk adjustment for the return on equity allows adjustment of the authorized return on equity triggered by a change in the U.S. Treasury rate. The earning-sharing component provides for sharing of earnings above or below an established threshold.

1.02 **Effective Date**

The initial rates established in accordance with Section 1.05 shall remain in effect until the Company's next base-rate proceeding subject to any adjustments that may be ordered by the Department. The PBRA is authorized for a ten-year term starting January 1, 2023. The first annual adjustment pursuant to the PBRA shall be effective January 1, 2024. Subsequent annual adjustments shall occur within the ten-year term, with the last adjustment taking effect on January 1, 2032. The Company shall be eligible to petition the Department for a base-rate change to take effect no earlier than January 1, 2033. In the event the PBRA expires or is terminated, the Company's Base Rates, as adjusted pursuant to the PBRA, shall remain in effect, unless and until otherwise determined by the Department consistent with the provisions of G.L. c. 164, § 94. Because the earning-sharing adjustment provided for in Section 1.010 lags the PBR adjustment by one year, the last earning-sharing adjustment would take effect on January 1, 2034.

1.03 **Applicability**

This mechanism applies an adjustment to the Base Rates of the Company's effective distribution service tariffs subject to the jurisdiction of the Department, as determined in accordance with the provisions of this tariff.

Issued by: Craig A. Hallstrom Filed: **January 14, 2022 Effective: February 1, 2022**

President

M.D.P.U. No. 59F Cancels M.D.P.U. No. 59E

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PERFORMANCE BASED REVENUE ADJUSTMENT

1.04 <u>Definitions</u>

- (1) <u>Base Revenue Requirement</u> is the distribution revenue approved for collection through the Company's rate schedules as established by the Department in its most recent base-rate case and as adjusted annually through the PBRAF.
- (2) <u>Base Rate Component</u> is any energy or demand charge reflected in the Company's Rate Schedules that recovers a portion of the Company's Base Revenue Requirement as established by the Department in its most recent base-rate case.
- (3) <u>Base Rates</u> are the compilation of Base Rate Components plus the customer charge for all of the Company's rate schedules
- (4) Basis Point shall be one one-hundredth of a percentage point.
- (5) <u>Calendar Year</u> is the annual period beginning on January 1st and ending on December 31st.
- (6) <u>Capital Investment Year</u> is the period in which assets are placed in service beginning on January 1st and ending on December 31st.
- (7) <u>Consumer Dividend</u> is the benefit to consumers of future productivity gains attributable to performance-based ratemaking for the Company's distribution service as established by the Department in D.P.U. 22-22.
- (8) Customer Class is the group of customers all taking service pursuant to the same rate schedule.
- (9) <u>Depreciation Expense</u> is the annual depreciation expense associated with the total capital investments placed in service.
- (10) <u>Distribution Common Equity</u> is Total Company capitalization (including long-term debt, preferred stock, and common equity, all per the FERC Form 1), less Transmission capitalization, calculated as Total Transmission Investment Base as filed with ISO New England, all multiplied by the percentage distribution common equity ratio approved in D.P.U. 22-22.
- (11) <u>Distribution Return on Equity (ROE)</u> is Total Net Utility Income as reported on the Company's annual returns to the Department less Transmission Net Income, less other amounts as described in Section 1.09, all divided by the average of the beginning year and ending year Distribution Common Equity for the year prior to the Prior Year.
- (12) <u>Earnings-Sharing Threshold</u> is the percentage range equal to 100 Basis Points or more above, or 150 Basis Points or more below, the percentage Return on Equity authorized by the Department in D.P.U. 22-22.

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- (13) Exogenous Events are cost changes that are beyond the Company's control and meet a significance threshold established in D.P.U. 22-22. Exogenous Events shall be reflected as either a non-recurring, one-time recovery and/or a permanent change to the Base Revenue Requirement, as applicable.
- (14) <u>Incremental Capital Investment</u> is the period in which assets are placed in service beginning on January 1, 2022 and ending on December 31, 2022.
- (15) <u>Input Price Trend</u> is the measure of change in the prices for all inputs used to provide regulated distribution services.
- (16) <u>Major Station Capacity Projects</u> are the cost of fulfilling critical infrastructure requirements necessitating the construction, expansion or build-out of substations or transmission and distribution lines to ensure distribution system reliability during the long-term rate plan described in Section 1.02.
- (17) MSC Revenue Requirement is the revenue requirement, including Depreciation Expense, Return on Rate Base, and Property Tax associated with Major Station Capacity Projects for capital investments placed in service from 2023 through 2032, as approved by the Department from time to time.
- (18) <u>PBRAF Formula</u> is the mathematical expression set forth in Section 1.06 used to calculate the percentage change in the Base Revenue Requirement for the Rate Year.
- (19) <u>Pre-Tax Rate of Return</u> is the after-tax weighted average cost of capital established by the Department in D.P.U. 22-22, adjusted to a pre-tax basis using currently effective federal and state income tax rates.
- (20) Prior Year is the annual period ending immediately prior to the Rate Year.
- (21) <u>Productivity Trend</u> is the measure of change in productivity associated with providing regulated distribution services.
- Property Tax is calculated based on the total capital investment associated with the Capital Investment Year multiplied by the property tax rate established by the Department in D.P.U. 22-22. Property taxes will be included beginning in the year following the Capital Investment Year at 50 percent of the annual property tax for the first year. In the subsequent year and thereafter, property taxes will be reflected at 100 percent of the annual property tax.

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- (23) Rate Year is the annual period that the adjusted Base Rates shall be effective beginning on January 1st.
- (24) <u>Return on Equity</u> is the authorized return on common equity as established in D.P.U. 22-22.
- (25) Return on Equity Risk Adjustment occurs when the yield on the 10 Year-Treasury bonds increases or decreases by at least 200 basis points from the yield that was in effect at the outset of the PBR plan. The Return on Equity Risk Adjustment is applicable to rate base at the outset of the PBR plan (i.e. year zero). The Return on Equity Risk Adjustment will be calculated to reflect the equity's share of rate base in year zero multiplied by the difference between the yield to maturity on the 10-year Treasury bond in the current year as compared to year zero divided by 1 minus the combined tax rate in year zero as authorized by the Department in D.P.U. 22-22.
- (26) Return on Rate Base is the Pre-Tax Rate of Return multiplied by rate base associated with the total capital investment, including plant in service adjusted for accumulated depreciation, and accumulated deferred income tax for assets ending as of the Capital Investment Year.
- (27) <u>Transmission Investment Base</u> is defined as the rate base for all the Company's Massachusetts transmission investments, including LNS, RNS, and Schedule 1.
- (28) <u>Transmission Net Income</u> is defined as the total Transmission Investment Base times the Company's weighted common equity cost of capital plus the regional network service (RNS) incentive and other incentive adders.

1.05 <u>Determination of Initial Base Rates</u>

The Initial Base Rates shall be those established by the Department in D.P.U. 22-22. The first adjustment to the Initial Base Rates under the PBRA shall be effective January 1, 2024.

1.06 PBRAF Formula

BASE $REV_T = (BASE REV_{T-1}) * (1 + PBRAF_T) + ICI$

 $PBRAF_T = (GDPPI_{T-1} - X - CD) + [(Z1_{REV})_T + (MSC_{REV})_T / BASE REV_{T-1}]$

 $X = TFPT_{GDI\text{-}US} + IPT_{GDI\text{-}US}$

X = -0.28% - 1.17%

X = -1.45%

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Where:

PBRAF_T The percentage change in the Base Revenue Requirement.

ICI Incremental Capital Investment revenue requirement per Section 1.08.

GDPPI_{T-1} The average annual percentage change in the United States Gross Domestic

Product Price Inflation for the four most recent quarterly reporting periods as of the second quarter of the Prior Year. The calculation will be performed based on the most recently available data published by the United States Department of

Commerce at the time of the PBRA filing.

X The productivity or X Factor, which shall be the sum of the Productivity Trend

differential, Input Price Trend differential, or negative 1.45 percent, as established

by the Department in D.P.U. 22-22.

MSC_{REV} The MSC Revenue Requirement associated with the Major Station Capacity

Projects filed per Section 1.011.

Z1_{REV} The sum of cost impacts of Exogenous Events requiring a permanent change to the

Base Revenue Requirement, positive or negative, as provided for in Section 1.09.

BASE_REV The Base Revenue Requirement as defined in Section 1.04.

TFPT_{GDI-US} The Total Productivity Trend differential between the electric distribution industry

and the overall United States economy, set at negative 0.28 percent - as approved

by the Department in D.P.U. 22-22.

IPT_{GDI-US} The total Input Price Trend differential between the electric distribution industry

and the overall United States economy, set at negative 1.17 percent – as approved

by the Department in D.P.U. 22-22.

CD The Consumer Dividend, set at 0.15 percent if GDPPI_{T-1} is greater than 2.0 percent

- as approved by the Department in D.P.U. 22-22.

1.07 Annual Rate Adjustment

The Company shall apply the PBRAF calculated pursuant to Section 1.06 above to the Base Revenue Requirement to derive the incremental revenue adjustment. The incremental revenue adjustment will be allocated by Customer Class using the annual target revenue established in in the Company's Revenue Decoupling Adjustment Mechanism, M.D.P.U. No. 60, as adjusted from time to time. The allocated

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incremental revenue adjustment will be reflected in the Base Rate Component for each Customer Class based on test year sales and demand. This adjustment to the Base Rate Component will preserve the ratio of demand revenue to energy revenue as approved by the Department for the initial Base Rates. This adjustment to the Base Rate Component will not be subject to true up or reconciliation, except as delineated in M.D.P.U. No. 60.

1.08 Incremental Capital Investment

The annual performance based rate adjustment taking effect under the PBRA will be accompanied by a separate adjustment to Base Rates to reflect the revenue requirement on Incremental Capital Investments, including Depreciation Expense, Return on Rate Base, and Property Tax.

Effective January 1, 2024, the Incremental Capital Investment for the capital investment recorded as "inservice" during the period January 1, 2022 through December 31, 2022, and not eligible for recovery pursuant to the Company's Grid Modernization Plan, will be added to the PBRA pursuant to Section 1.06, as authorized by the Department in D.P.U. 22-22.

Rate Base associated with total capital investment for the Incremental Capital Investment Year will be based on incremental plant, accumulated depreciation, and accumulated deferred income tax balances adjusted for depreciation, return on rate base, associated federal and state income taxes, and property taxes for all assets in service as of the end of the Incremental Capital Investment Year.

1.09 Exogenous Costs

Exogenous Costs are positive or negative cost changes beyond the Company's control and not reflected in GDPPI, or otherwise in the PBRAF. To qualify for Exogenous Cost recovery (whether positive or negative), the following criteria must be met: (1) the cost change is beyond the Company's control; (2) the cost change arises from a change in accounting requirements or regulatory, judicial, or legislative directives or enactments; (3) the change is unique to the electric distribution industry as opposed to the general economy; and (4) the change meets a threshold of "significance" for qualification. The significance threshold for Exogenous Costs is set at \$4 million for each individual event in calendar year 2023, other than for Enterprise IT exogenous events, for which the threshold will be set at \$6 million. In each year after 2023, the Exogenous Costs threshold shall be adjusted annually based on changes in GDPPI. Exogenous Cost recovery requires that the Company present supporting documentation and rationale to the Department for a determination as to the appropriateness of the proposed recovery or refund.

Exogenous Events shall be reflected as either a non-recurring, one-time recovery and/or a permanent change to the Base Revenue Requirement, as applicable. Once allowed by the Department, the amount of the cost change occurring in the Prior Year, or the year prior to the Prior Year and deferred for recovery or refund, shall be recovered, or returned in either Base Rates per Section 1.06 or a separate reconciling factor to be reviewed and approved by the Department. This reconciling factor shall be calculated as follows:

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 $NECA = [(Z2_{REV} + REC) * DRA] / FkWh$

Where

NECA = Non-Recurring Exogenous Cost Adjustment

Z2_{REV} = The sum of cost impacts of non-recurring Exogenous Events, positive or negative
REC = Deferral balance based on the difference between the actual Exogenous Cost and the

revenue collected through the NECA plus interest on the average monthly reconciling

balance using the prime rate.

DRA = Distribution Revenue Allocator (see Section 1.010)

FkWh = Forecast annual kWh by rate class group

The NECA shall be in effect until the non-recurring Exogenous Cost is recovered or refunded, or until such time that the amounts are appropriately reflected in Base Rates, as applicable. Reconciliations shall be performed annually, and interest shall be calculated on the average monthly reconciling balance using the prime rate computed in accordance with 220 C.M.R. § 6.08(2) and added to the reconciling balance.

1.010 Earnings Sharing

Earnings Sharing provides an important protection for Customers in the event that expenses increase at a rate much different than the revenue increases generated by the PBRAF. In the event that the Company's actual Distribution Return on Equity (ROE) for any calendar period ending December 31st of the years 2023 through 2032 exceeds the Earnings Sharing Threshold, the difference between actual earnings and earnings calculated at the authorized Return on Equity shall be shared with customers as follows:

- (a) if the Company's actual ROE exceeds the authorized ROE by more than 100 Basis Points, the earnings above the Earnings Sharing Threshold will be shared 25 percent to the Company and 75 percent to Customers;
- (b) if the Company's actual ROE is between 150 and 200 Basis Points below the authorized ROE, the shortfall below the Earnings Sharing Threshold will be shared 50 percent to the Company and 50 percent to Customers;
- (c) if the Company's actual ROE is more than 200 Basis Points below the authorized ROE, the shortfall below the Earnings Sharing Threshold will be shared 25 percent to the Company and 75 percent to Customers;

The Company's Distribution Net Income used in the calculation will exclude Transmission Net Income, incentive payments, such as energy efficiency incentives; transition-incentive mitigation; long-term contract remuneration, and conversely, would exclude service-quality penalties, as well as any amounts

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recognized in the current period resulting from regulatory or court settlements or decisions related to prior periods if any.

Earnings Sharing, when applicable, shall result in a per kWh credit or charge to distribution service customers taking service under retail tariffs. The Earnings Sharing credit or charge will be allocated by Rate Class Group using the Distribution Revenue Allocator. Any Earnings Sharing credit or charge shall be in effect for a period of one year and shall be subject to investigation and a full adjudicatory hearing before the Department.

Rate Class Group	Distribution Revenue Allocator	
Residential	53.156%	
Small General Service/Streetlights	22.078%	
Medium General Service	14.075%	
Large General Service	10.690%	
Total	100.000%	

1.011 Information Required to be Filed with the Department

The Company shall make a PBRA filing by September 15 of each year for rates effective in the upcoming Rate Year. As part of its annual filing, the Company shall file information and supporting schedules with the Department necessary for the Department to review and approve the PBRA for the subsequent Rate Year. Such information shall include the results of the PBRAF Formula, descriptions and accounting of any Exogenous Costs, Major Station Capacity Projects and an earning-sharing calculation for the year prior to the Prior Year as calculated in Section 1.09. In addition, the Company shall file revised summary rate tables reflecting the impact of applying the base-rate changes provided for herein.

No later than April 1, 2023, prior to the Company's first PBRA filing for effect on January 1, 2024, the Company shall provide a timely, organized, clear and comprehensive filing of all supporting capital documentation for plant investment completed between January 1, 2022 and December 31, 2022, including but not limited to, (1) project descriptions, (2) project sanctioning papers, or project authorization forms, (3) construction work orders, (4) project closure reports, (5) variance analyses explaining the reasons for cost overruns and for demonstrating prudency, and (6) a summary of all proposed projects.

No later than April 1, 2026 prior to the Company's fourth PBRA filing to be filed on September 15, 2026, the Company shall provide a timely, organized, clear and comprehensive filing of all supporting capital documentation for plant investment completed through December 31, 2025 as part of its Major Station Capacity Projects plan, including but not limited to, (1) project descriptions, (2) project sanctioning papers, or project authorization forms, (3) construction work orders, (4) project closure reports, (5) variance analyses explaining the reasons for cost overruns and for demonstrating prudency, and (6) a summary of all proposed projects.

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Electric companies must file with the Department schedules, not less frequently than every five years pursuant to G.L. c. 164, § 94. As part of the fourth PBRA filing to be filed on September 15, 2027, for effect January 1, 2028, the Company shall file the following:

- A summary computation of the Company's electric operations cost of service for the year-ending December 31, 2026.
- An updated sales forecast through the end of the PBR Plan term, or December 31, 2032.
- An updated capital expenditure forecast through the end of the PBR Plan term, or December 31, 2032, including a progress report on actual, annual capital additions completed in the first five-year capital as compared to forecast submitted in D.P.U. 22-22.
- A PBR Performance Report summarizing the Company's performance on the performance metrics approved in this proceeding, and recommendations for continuing, modifying, or augmenting the performance metrics in place for the last five years of the PBR Plan term.

No later than April 1, 2028 prior to the Company's sixth PBRA filing to be filed on September 15, 2028, the Company shall provide a timely, organized, clear and comprehensive filing of all supporting capital documentation for plant investment completed through December 31, 2027 as part of its Major Station Capacity Projects plan, including but not limited to, (1) project descriptions, (2) project sanctioning papers, or project authorization forms, (3) construction work orders, (4) project closure reports, (5) variance analyses explaining the reasons for cost overruns and for demonstrating prudency, and (6) a summary of all proposed projects.

No later than April 1, 2030 prior to the Company's eighth PBRA filing to be filed on September 15, 2028, the Company shall provide a timely, organized, clear and comprehensive filing of all supporting capital documentation for plant investment completed through December 31, 2029 as part of its Major Station Capacity Projects plan, including but not limited to, (1) project descriptions, (2) project sanctioning papers, or project authorization forms, (3) construction work orders, (4) project closure reports, (5) variance analyses explaining the reasons for cost overruns and for demonstrating prudency, and (6) a summary of all proposed projects.

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

1.01 Purpose

The purpose of the Revenue Decoupling Adjustment Mechanism is to provide a mechanism for the annual reconciliation of the Company's distribution revenue and adjustment of the Company's distribution rates in accordance with the revenue decoupling mechanism provided herein.

1.02 Applicability

The determination of revenue reconciliation and rate adjustment pursuant to this schedule shall apply to all electricity, measured in kWhs, delivered by the Company to its customers under its distribution service tariffs.

1.03 Definitions

The terms set forth below shall be defined as follows:

- (a) Actual Revenue ("AR") shall mean the amount of billed Base Distribution Revenue recorded on the Company's accounting books for each rate class during each annual period upon which the revenue decoupling adjustment under this schedule is determined (i.e., each "Rate Year"). AR shall be determined on a monthly basis. To the extent that AR is not available at the time of the Company's annual filing of this mechanism, the Company will provide an estimate which will be trued up in a subsequent filing per Section 1.04 of this schedule.
- (b) <u>Base Distribution Rates and Base Distribution Revenue</u> shall mean the rates and corresponding revenue associated with prices for the distribution component of service under the Company's rate schedules for electric service. Distribution rates and revenue associated with the Residential Assistance Adjustment Clause are excluded from the RDAM under this schedule.
- (c) <u>Department</u> shall mean the Massachusetts Department of Public Utilities.
- (d) <u>Distribution Company ("Company")</u> shall mean NSTAR Electric Company d/b/a Eversource Energy.
- (e) <u>Decoupling Adjustment</u> shall mean an annual revenue adjustment from the reconciliation of Target Revenue and Actual Revenue that is developed and applied to customer bills on a per kWh basis.

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

- Revenue Decoupling Adjustment Mechanism ("RDAM") shall mean the overall mechanism to (f) adjust rates on an annual basis to reflect reconciliation of Target Revenue vs. Actual Revenue.
- (g) Street Light Sales Adjustment shall mean the annual cumulative dollar adjustment to each year's Target Revenue as a result of selling its street lighting equipment pursuant to G.L. c. 164 § 34A subsequent to the effective date of new base distribution rates resulting from a general rate case. The Streetlight Sales Adjustment shall be a downward adjustment to each year's Target Revenue and shall be calculated as the proceeds received by the Company from the sale of its street lighting equipment multiplied by the avoided cost of no longer owning, operating, and maintaining such equipment, stated as a percentage, as determined by the Company's final streetlight revenue requirement. The Street Light Sales Adjustment shall be set to zero and calculated for new streetlight sales effective with the subsequent implementation of new base distribution rates as provided for above.
- (h) Target Revenue shall mean the annual Base Distribution Revenue for a given Rate Year upon which distribution rates are designed, less a Street Lighting Sales adjustment as defined above, and against which Actual Revenue is compared for purposes of determining the Decoupling Adjustment.

1.04 **Approved Target Revenue**

Annual Target Revenue shall be set equal to the annual revenue requirement approved and utilized to set Base Distribution rates in compliance with the Order in D.P.U. 22-22 and as adjusted by the Performance Based Revenue Adjustment Mechanism set forth in M.D.P.U. No. 59.

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

2023 Base Revenue Requirement by Rate Class

Service Territory/Area	Rate Classes	Annual Target Revenue
All	R-1/R-2	\$590,120,706
All	R-3/R-4	\$66,911,575
Greater Boston	G-1/T-1	\$178,568,517
Greater Boston	G-2	\$130,407,618
Greater Boston	G-3/WR	\$85,273,407
Cambridge	G-1/G-6	\$8,945,046
Cambridge	G-2	\$17,246,299
Cambridge	G-3/SB1	\$11,097,703
Cambridge	G-5	\$128,908
South Shore, Cape Cod, Martha's Vineyard	G-1/G-7	\$42,749,694
South Shore, Cape Cod, Martha's Vineyard	G-2	\$13,314,862
South Shore, Cape Cod, Martha's Vineyard	G-3	\$9,247,890
South Shore, Cape Cod, Martha's Vineyard	G-4	\$95,532
South Shore, Cape Cod, Martha's Vineyard	G-5	\$425,384
South Shore, Cape Cod, Martha's Vineyard	G-6	\$93,559
Western Massachusetts	23	\$5,926
Western Massachusetts	24	\$319,018
Western Massachusetts	G-1	\$28,615,486
Western Massachusetts	G-2/T-4	\$12,829,253
Western Massachusetts	G-3	\$19,360,834
Western Massachusetts	T-5	\$7,158,834
All	S-1	\$10,160,011
All	S-2	\$2,790,563
Total*		\$1,236,046,623

^{*}Total may not foot due to rounding

1.05 Annual Decoupling Adjustment

An annual adjustment to delivery charges in a given Rate Year shall be made to reconcile Target Revenue with Actual Revenue received during the immediately preceding Rate Year. The calculation of this adjustment shall be made as described below and submitted to the Department by November 1st of each year, and shall be applied to delivery charges effective on January 1st of the following Rate Year. The calculation shall include all available actual monthly billed revenue reported for each Rate Class during the current Rate Year, and an estimate of actual monthly revenue for the remainder of the Rate Year.

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

Accordingly, the annual Decoupling Adjustment shall include a reconciliation of the estimated revenues in a subsequent Decoupling Adjustment submittal. The annual Decoupling Adjustment shall be calculated in accordance with the following formula, and applied in the upcoming Rate Year.

 $RDAF_{i} = (TR_{i-1} - AR_{i-1} + PPA_{i})*BDRA / FkWh_{i}$

where,

RDAF_i= the Decoupling Adjustment factor applicable during year i,

TR_{i-1} = the total Target Revenue provided in Section 1.04 of this schedule,

 $AR_{i-1} =$ the Actual Revenue reported during year i-1,

PPA i = the reconciliation in the upcoming Rate Year of estimated Actual Revenue included in prior

period calculations of the RDAF including interest at the prime rate as published in the *Wall Street Journal*, and the recovery of any deferred amounts pursuant to Section 1.07,

FkWh_i = the forecast of total kWh sales by Rate Class Group applicable in the upcoming Rate Year,

defined as the forecasted amount of electricity to be distributed to the Distribution

Company's distribution customers, and

BDRA = Base Distribution Revenue Allocator

The revenue requirement calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator as follows:

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

Rate Class Group	Distribution Revenue Allocator		
Residential	53.156%		
Small General Service/Streetlights	22.078%		
Medium General Service	14.075%		
Large General Service	10.690%		
Total	100.000%		

^{*}Total may not foot due to rounding

The RDAF in each Rate Year shall be applied to the kWh of Distribution Service billed to each customer during such year.

1.06 Adjustments to Rates

Calculations of these rate adjustments shall be submitted to the Department as part of the Company's filing on or before November 1st of each year, for changes to rates effective January 1 of the subsequent Rate Year. All rate adjustments shall be subject to review and approval of the Department, and the notice provisions provided in this schedule.

1.07 RDAM Cap

There will be a 1% annual cap on the Decoupling Adjustment, which shall be calculated on the basis of total revenue in the most recent calendar year. The amount of any unrecovered revenue from this cap provision shall be deferred for recovery through the RDAF in the next period with carrying charges at the prime rate, as published in the *Wall Street Journal*.

1.08 Annual Reporting Requirements

As part of its annual filing, the Company shall submit the following information for its residential, commercial, industrial and street lighting customers: (1) monthly kWh sales; (2) weather normalized kWh sales; (3) lost base revenue from energy efficiency programs for the most recent calendar year available; and (4) forecasted sales for the next two years.

1.09 Notice Provision

Adjustments to delivery rates resulting from application of the RDM under this schedule shall be in accordance with a notice filed with the Department at the time of the Company's filing to be made on or before November 1 of each year. Such notice shall set forth the amount of increase or decrease and the

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

factors applied in making such adjustments. The notice shall also specify the effective date of the adjustments, which shall be January 1 of the year following the filing of the notice, or such other date as the Department may authorize. The operation of the RDAM is subject to Chapter 164 of the General Laws.

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PENSION/PBOP ADJUSTMENT MECHANISM

1.01 Purpose

The purpose of the Pension/PBOP Adjustment Mechanism is to provide NSTAR Electric d/b/a Eversource Energy, (the "Company") a mechanism to adjust, on an annual basis and subject to the jurisdiction of the Department of Public Utilities (the "Department"), its rates for customers of distribution service to recover costs associated with pension and post-retirement benefits other than pensions ("PBOPs") and to reconcile pension and PBOP expense amounts included in the Company's distribution rates with the total expense amounts booked by the Company pursuant to SFAS 87 and SFAS 106.

1.02 **Applicability**

This Pension/PBOP Adjustment Mechanism shall be applicable to all firm electricity, as measured in kilowatt-hours ("kWhs"), delivered by the Company under retail tariffs unless otherwise designated. For billing purposes in Eastern Massachusetts, the Pension/PBOP Adjustment Factor ("PAF"), as provided for herein, shall be included in the Distribution Charge.

1.03 Effective Date of Annual Adjustment Factor

The date on which the annual Pension/PBOP Adjustment Factor ("PAF") becomes effective shall be the first day of each calendar year, unless otherwise ordered by the Department. The Company shall submit PAF filings as outlined in Section 1.06 of this tariff at least 30 days before the filing is to take effect.

1.04 Definitions

The following terms shall be used in this tariff as defined in this section, unless the context requires otherwise.

- (1) "Distribution Company" or "Company" is NSTAR Electric Company d/b/a Eversource Energy.
- (2) "ERISA" is the Employee Information Retirement Income Security Act of 1974, as amended from time to time.
- (3) "Pension Plan" is a Qualified Pension Plan, as defined by ERISA.
- (4) "Post Retirement Plan Other Than Pension Plan" is a Qualified PBOP, as defined by ERISA.
- (5) "Pre-Paid Amount" is the difference between: (1) the actual cash contributions to the Pension Plan and the PBOP Plan and (2) the amounts recognized in accordance with SFAS 87 and SFAS 106. These amounts are the Company's allocation of its total amounts. The

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PENSION/PBOP ADJUSTMENT MECHANISM

Pre-Paid Amount will be adjusted for amounts recognized and recovered in the Company's transmission costs of service in accordance with the approved FERC tariffs.

- (6) "Prior Year" is the calendar year previous to the effective date of a proposed PAF.
- (7) "Reconciliation Deferral" is the difference between: (1) the total pension and PBOP expense amounts included in the Company's rates (including both base rates and the PAF); and (2) the total expense amounts booked by the Company in the Prior Year in accordance with the requirements of SFAS 87 and SFAS 106.

1.05 Pension and PBOP Adjustment Factor Formula

 $PAF_S = [(RA_X + cc(URD_X + APPA_X - DTA_X) + PPRA_X) * LA_S]/FkWh_S$

 $PAF_{S} =$ The annual Pension/PBOP Adjustment Factor by Rate Class Group.

 $RA_x =$ The Reconciliation Adjustment for Year, is one-third of the Unamortized Reconciliation Deferral at the end of the Prior Year.

 $URD_x =$ The Unamortized Reconciliation Deferral is the amount of the Reconciliation Deferral that has not yet been collected in retail rates. 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.

The Cost of Capital is the tax-effected weighted-average cost of capital as most cc =recently approved by the Department.

 $APPA_x =$ The Average Pre-Paid Amount, for Year_x is one half of the sum of: (1) the Pre-Paid Amount recorded on the Company's books as of the beginning of the Prior Year; and (2) the Pre-Paid Amount to be recorded on the Company's books as of the end of the Prior Year.

DTAx =The Deferred Tax Amount is the deferred taxes associated with (i) the Average Pre-Paid Amount and (ii) the URD at the end of the Prior Year.

 $PPRA_x =$ The Past Period Reconciliation Amount is the sum of: (a) the difference between (1) the amount of PAF revenue that should have been collected by the Company in the year preceding the Prior Year and the Prior Year; and (2) the amount of PAF revenue actually received by the Company in the year preceding the Prior Year and the Prior Year; and (b) the amount computed in clause (a) times the prime rate computed in accordance with 220 C.M.R. § 6.08(2).

 $LA_S =$ The Labor Allocator for each Rate Class Group as set forth below.

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M.D.P.U. No. 61B Cancels M.D.P.U. No. 61A

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PENSION/PBOP ADJUSTMENT MECHANISM

FkWh_S = Forecasted amount of electricity to be distributed to the Company's distribution customers by Rate Class Group for the upcoming calendar year.

Effective January 1, 2023, the revenue requirement calculated herein shall be allocated to all rate classes by applying the Labor Allocator as shown below.

Rate Class Group	Labor Allocator
Residential	54.757%
Small General Service/Streetlights	22.743%
Medium General Service	12.779%
Large General Service	9.720%
Total	100.000%

^{*}Total may not foot due to rounding

The effective rates for the PAF, shall be as referenced in M.D.P.U. No. 1 as in effect from time to time.

1.06 Information Required to be Filed with the Department

Information pertaining to the Pension Adjustment Mechanism shall be filed with the Department at least thirty (30) days before the date on which a new PAF is to be effective. Additionally, the Company will file with the Department a complete list by (sub)account of all Pension and PBOP Plan accounts claimed as recoverable through the PAF over the relevant calendar year. This information will be submitted with each annual PAF filing, along with complete documentation of the reconciliation-adjustment calculations.

1.07 Customer Notification

The Company will notify customers in simple terms of changes to the PAF, including the nature of the change and the manner in which the PAF is applied to the bill. In the absence of a standard format, the Company will submit this notice for approval at the time of each PAF filing. Upon approval by the Department, the Company must immediately distribute these notices to all of its distribution customers either through direct mail or with its bills.

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M.D.P.U. No. 62D Cancels M.D.P.U. No. 62C

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RESIDENTIAL ASSISTANCE ADJUSTMENT CLAUSE

RATE RAAC

1.01 **Purpose**

The purpose of the Residential Assistance Adjustment Clause ("RAAC") is to provide NSTAR Electric Company d/b/a/ Eversource Energy ("Company") a mechanism for the recovery of lost revenue, on an annual basis and subject to the jurisdiction of the Department of Public Utilities (the "Department"), based on the following:

- 1) the reduced or discounted revenue associated with a fixed percentage of the total bill calculated in currently effective rates, and applied to customers taking service under the Residential Assistance tariff rates: and
- 2) incremental expenses directly related to the Company's Residential Arrearage Management Program.

The RAAC would be subject to annual reconciliation/true-up based on actual sales and revenue.

1.02 **Applicability**

The RAAC shall be applicable to all firm electricity, as measured in kilowatt-hours ("kWhs"), delivered by the Company under retail tariffs unless otherwise designated. For billing purposes in Eastern Massachusetts, the Residential Assistance Adjustment Factor ("RAAF"), as provided for herein, shall be included in the Distribution Charge.

1.03 **Effective Date of Annual Adjustment Factor**

The RAAF shall be effective on the first day of each calendar year pursuant to the reconciliation as described herein, unless otherwise ordered by the Department.

1.04 **Definitions**

The following terms shall be used in this tariff as defined in this section, unless the context requires otherwise.

- "Distribution Company" or "Company" is NSTAR Electric Company d/b/a/ Eversource (1) Energy.
- "Residential Assistance" tariffs means the Residential Rates R-2 and R-4. (2)
- "Low Income Discounts" is the reduced or discounted revenue associated with a fixed (3) percentage of the total bill calculated in currently effective rates, and applied to customers taking service under the Residential Assistance tariff rates plus expenses associated with the Residential Arrearage Management Program.

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RESIDENTIAL ASSISTANCE ADJUSTMENT CLAUSE

RATE RAAC

- (4) "Year" is the 12-month period ending December 31st for which the RAAF will apply.
- (5) "Prior Year" is the 12-month period ending December 31st prior to the Year.

1.05 Residential Assistance Adjustment Factor Formula

 $RAAF_{C} = [(Cust_{X} \times Cust_{X} \times D\%) + (Cust_{X} \times AvgUse_{X} \times Use_{X} \times D\%) + RAMP_{X}) + HPR + RA] \times BDRA_{C}/FkWh_{C}$

where

 $RAAF_C =$ The annual Residential Assistance Adjustment Factor by Rate Class Group

RA = The Reconciliation Adjustment shall be the difference between the actual Low Income Discounts and the actual revenue recovered through the RAAF in the Prior Year. Reconciliations shall be performed annually and interest shall be calculated on the average monthly reconciling balance using the prime rate computed in accordance with 220 C.M.R. § 6.08(2) and added to the reconciling balance

Cust = Estimated number of customers enrolled on the Company's Residential Assistance tariffs during the Year

Cust\$ = The monthly customer charge for the applicable rate schedules

AvgUse = The estimated average kWh usage per customer under the Residential Assistance

tariffs

Use\$ = The volumetric charges, including base rate volumetric charges, and any other

volumetric charges for the applicable rate schedules

D% = The applicable fixed discount percentage applied to the total billing calculated at

the applicable rates of customers under the Residential Assistance tariffs

RAMP = The estimated expenses associated with the operation and administration of the

Residential Arrearage Management Program during the Year

HPR = A credit of any payments made by customers or write-offs related to arrearage

management programs toward hardship protected balances that the Company has

amortized

 $BDRA_C =$ The Base Distribution Revenue Allocator for each Rate Class Group

 $FkWh_C =$ Total Forecast kWh sales by Rate Class Group

x = Year

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RESIDENTIAL ASSISTANCE ADJUSTMENT CLAUSE

RATE RAAC

Effective January 1, 2023, the revenue requirement calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator as shown below.

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

^{*}Total may not foot due to rounding

1.06 Information Required to be Filed with the Department

Information pertaining to the RAAC shall be filed with the Department at least thirty (30) days before the date on which a new RAAF is to be effective. This information shall be submitted with each annual RAAF filing, along with complete documentation of the reconciliation-adjustment calculations.

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M.D.P.U. No. 63E Cancels M.D.P.U. No. 63D

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STORM COST RECOVERY ADJUSTMENT

1.01 Purpose

The purpose of this tariff is to provide a mechanism to adjust rates to distribution service customers to recover (a) exogenous storm costs incurred on or after February 1, 2018 when the combination of any single storm exceeds \$30 million and the balance in the storm fund exceeds \$75 million and not otherwise recoverable through the Company's Storm Reserve Adjustment Mechanism, M.D.P.U. No. 65, (b) outstanding storm fund balance for costs attributable to emergency response occurring from February 1, 2018 through December 31, 2022 and (c) any prior period balances associated with storm costs approved for recovery by the Department.

1.02 Applicability

The Storm Cost Recovery Adjustment Factor ("SCRAF") shall be a per kilowatt-hour ("kWh") factor applicable to all electricity, measured in kWhs, delivered by the Company to its customers under its Distribution Service tariffs. For billing purposes in Eastern Massachusetts, the SCRAF will be combined with the Storm Reserve Adjustment Factor (calculated under M.D.P.U. No. 65) and included in the distribution rate.

1.03 Effective Date

The date on which the annual SCRAF becomes effective shall be the first day of January of each calendar year, unless otherwise ordered by the Department. The Company shall submit SCRAF filings as outlined in Section 1.06 of this tariff.

1.04 Exogenous Storm Costs

Exogenous storm costs are those costs attributable to emergency response, incurred on or after February 1, 2018, when any single storm exceeds \$30 million or the balance in the storm fund exceeds \$75 million, and not otherwise recoverable through the Company's Storm Reserve Adjustment Mechanism, M.D.P.U. No. 65. Rates for recovery of exogenous storm costs may be subject to Section 1.08 of M.D.P.U. No. 59, as in effect from time to time, and as approved by the Department.

1.05 SCRAF Formula

 $SCRAF_C = [(RSC_{EXO} + PPRA_{EXO} + RSC_{SFB} + PPRA_{SFB})*BDRA_{TOT}] / FkWh_{TOT}$

where

SCRAF_C = The annual Storm Cost Recovery Adjustment Factor by Rate Class Group

Recovery Year = The twelve-month period during which the SCRAF will be in effect;

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M.D.P.U. No. 63E Cancels M.D.P.U. No. 63D

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STORM COST RECOVERY ADJUSTMENT

Prior Year = The twelve-month period prior to the Recovery Year;

RSC_{EXO} = Exogenous Storm Costs, as defined in Section 1.04, amortized over five years plus carrying charges from the date the Company is billed at the

prime rate, or as otherwise approved by the Department, and as published

by the Wall Street Journal;

PPRA_{EXO} = The Prior Period Reconciling Amount, which is defined as the difference

between (a) the Prior Year RSC_{EXO} and (b) the revenue actually collected through the SCRAF for the RSC_{EXO} in the Prior Year plus carrying charges at the prime rate, or as otherwise approved by the Department, and as

published by the Wall Street Journal;

RSC_{SFB} = Outstanding storm fund balance at December 31, 2022, as defined in

Section 1.04, amortized over five years plus carrying charges from the date the Company is billed at the prime rate, or as otherwise approved by the

Department, and as published by the Wall Street Journal;

PPRA_{SFB} = The Prior Period Reconciling Amount, which is defined as the difference

between (a) the Prior Year RSC_{SFB} and (b) the revenue actually collected through the SCRAF for the RSC_{SFB} in the Prior Year plus carrying charges at the prime rate, or as otherwise approved by the Department, and as

published by the Wall Street Journal;

BDRA_{TOT} = Base Distribution Revenue Allocator;

 $FkWh_{TOT} =$ Total forecast kWh by Rate Class Group for the Recovery Year.

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

1.06 Annual Filing

The calculation of the SCRAF is subject to review and approval by the Department. The Company shall file its SCRAF annually on or around November 15. Such filing shall include reconciliation of data for prior periods as appropriate.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 63E Cancels M.D.P.U. No. 63D

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STORM COST RECOVERY ADJUSTMENT

1.07 Regulatory Authority

This tariff is governed by the provisions of G.L. c. 164, §§ 76 and 94; 220 C.M.R. 5.00 et seq. orders of the MDPU in furtherance thereof or related thereto.

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President

Filed: January 14, 2022

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 64C Cancels M.D.P.U. No. 64A

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<u>WESTERN MASSACHUSETTS</u> STORM COST RECOVERY ADJUSTMENT

Storm Cost Recovery Adjustment, M.D.P.U. No. 64C, effective January 1, 2019, is hereby canceled.

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President Effective: January 1, 2022

M.D.P.U. No. 65D Cancels M.D.P.U. No. 65C

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STORM RESERVE ADJUSTMENT MECHANISM

1.01 Purpose

The purpose of the Storm Reserve Adjustment Mechanism (SRAM) is to provide a means for the Company to adjust its Storm Reserve Fund ("Storm Fund") for storm costs incurred after January 1, 2023 that are in excess of the amount of storm reserve funding amortized in base distribution rates.

1.02 **Applicability**

The Storm Reserve Adjustment Factor ("SRAF") shall be a per kilowatt-hour ("kWh") factor applicable to all electricity, measured in kWhs, delivered by the Company to its customers under its Distribution Service tariffs. For billing purposes in Eastern Massachusetts, the SRAF, as provided for herein, shall be included in the Distribution Charge.

1.03 <u>Effective Date</u>

The date on which the annual SRAF becomes effective shall be the first day of January of each calendar year, unless otherwise ordered by the Department. The Company shall submit filings under this tariff as outlined in Section 1.05.

1.04 SRAF Mechanism

The SRAF shall recover or refund the storm costs in excess of the allowable balance of the Company's Storm Reserve Fund as approved in D.P.U. 22-22 ("Recoverable Balance"). The Recoverable Balance calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator as shown below.

Rate Class Group	Distribution Revenue Allocator	
Residential	53.156%	
Small General Service/Streetlights	22.078%	
Medium General Service	14.075%	
Large General Service	10.690%	
Total	100.000%	

^{*}Total may not foot due to rounding

All revenue billed through the SRAFs shall be credited against the Recoverable Balance. The Recoverable Balance shall accrue interest at the prime rate during the recovery period. The provisions of this tariff will remain in effect until terminated or revised as proposed by the Company and approved by the Department from time to time.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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STORM RESERVE ADJUSTMENT MECHANISM

1.05 Annual SRAF Filings with the Department

The Company shall make a SRAF filing as part of the Company's annual electric reconciliation filing at least forty-five (45) days before January 1st of the next year. Such filing shall include reconciliation of data for prior periods as appropriate.

1.06 Regulatory Authority

This tariff is governed by the provisions of G.L. c. 164, §§ 76 and 94; 220 C.M.R. 5.00 et seq. orders of the MDPU in furtherance thereof or related thereto.

Issued by: Craig A. Hallstrom
President

Filed: January 14, 2022 Effective: February 1, 2022

Effective: February 1, 20

NSTAR ELECTRIC COMPANY d/b/a/ EVERSOURCE ENERGY

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

1.01 Purpose

The Solar Program Cost Adjustment ("SPCA") shall adjust rates to all customers taking service under the Company's retail tariffs only the Solar Program costs incurred by the Company and net of the sale of the energy, capacity, renewable energy credits and any other non-customer revenue offsets received that are not included in base distribution rates. The Solar Program consists of three solar facilities commissioned by the Company: (1) a 1.8 MW solar facility located on eight acres of brownfield property in Pittsfield, MA (the "Silver Lake Solar Facility"); (2) a 2.3 MW solar facility on twelve acres of brownfield property located in Springfield, MA (the "Indian Orchard Solar Facility"); and (3) a 3.9 MW solar facility on 22 acres of a landfill located in Springfield, MA (the "Cottage Street Solar Facility"). These costs shall be constituted by any Program-related incremental costs as defined in the formula below and otherwise qualifying under the terms of the Stipulation Agreement dated June 18, 2009 in D.P.U. 09-05 and as amended in D.P.U. 13-50.

1.02 Effective Date

The SPCA factor will be implemented no later than January 1, 2011, and each year thereafter, or as described herein.

1.03 SPCA Formula

SPCA Factor =	RR * BDRA
	Estimated Calendar Year kilowatt-hour Sales

Where RR is the total revenue requirement needed to recover the prior period cumulative actual solar investment and monthly operating expenses incurred throughout the prior calendar year and RR = EXP + $[RB \times ROR] - CR + ADJ$:

Where the term "prior period" and/or "prior calendar year" represent the period prior to January 1 each year;

And where

- Estimated Calendar Year kilowatt-hour Sales is the Company's best estimate based on its most current forecast.
- For purposes of the SPCA, incremental costs shall mean only those costs that are completely and directly incurred by, and necessary for, the Program. Incremental costs shall exclude those direct

M.D.P.U. No. 66D Cancels M.D.P.U. No. 66C

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

or allocated costs represented or recoverable in whole or part by any other rate, charge or tariff.

- EXP is the actual monthly operation and maintenance cost incurred throughout the prior calendar year incrementally caused by the Program, including but not limited to such expenses as payroll and associated employee costs, material and supplies, taxes, roof or land rental or lease payments or other consideration provided to host facilities and specific liability protection for Program facilities related to host facilities.
- Should certain actual monthly expenses be unavailable at the time the SPCA Factor is calculated, the Company may use an estimate and reconcile such amount through the ADJ component.
- Employee costs will exclude pension/PBOP costs recovered through the Company's Pension/PBOP Mechanism unless said tariff is terminated by the Department.
- There shall be no recovery rental and lease payment for utility-owned property.
- RB is the rate base amounts associated with the facilities that have been commissioned prior to January 1st of each year. For purposes of this tariff, the commissioning date shall mean the instant in which the Company interconnects a solar facility with its distribution system and the facility commences commercial operation. RB will include, but is not limited to gross plant, depreciation reserve, accumulated deferred income taxes and a working capital allowance of 1.56 percent times RR (as may be changed from time to time by the Company's most recent distribution rate case order). Rate base will be determined on a monthly basis reflecting the commissioning date of a solar facility. Should certain actual monthly rate base balances be unavailable at the time the SPCA factor is calculated, the Company may use an estimate and reconcile such balance through the ADJ component.
- BDRA is the Base Distribution Revenue Allocator.
- ROR is rate of return used to calculate the return on the Company's solar investment. The ROR will be determined as follows:

ROR = WACDA + WACEA

Where

WACDA= LTDR x EMBCOD x GRCF

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

And

WACEA= ER x EC x GRCF

And where

LTDR= the average of the Company's actual long-term debt for the most recent five

quarters divided by the average of the actual long-term debt and equity for the

same five quarters.

EMBCOD = the cost of debt issued during the period of solar investments made in 2010, 2011

> and 2012. To the extent any of the bonds allocated through this formula mature prior to the total recovery of the solar investment, the formula will be updated to include the components of the replacement bond. This component is calculated

using the SLTD_n components defined below.

ER =the Company's actual 5-quarter average equity ratio.

EC =the equity rate of 9.00 percent as described in Article 8.3.

GRCF = the gross revenue conversion factor applied to the rate of return necessary to

> recover the revenue requirement. In the case of the WACD, the factor is 1. The factor for the WACE is 1/(1-T) where T equals effective tax rate for federal and

state income tax the Company must recover to achieve 9.00 percent.

WACDA =the WACD adjusted for state and federal income taxes.

WACEA = the WACE adjusted for state and federal income taxes.

 $SLTD_n$ is the long-term cost of debt associated with the Program investment and is included in the ROR in year n. The first year of solar investment is 2010.

 $SLTD_n =$ [2010SI / 2010TB] x 2010TB(@BIR) 2010TSI

Where

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

2010SI = 2010 solar investment commissioned.

2010TB = the new 2010 total bond issuance if any.

2010TB(@BIR) = the amount of the 2010 total bond issue allocated to the 2010 solar

investment at the total interest cost of that bond. If no bond is issued, then

the Company's short-term component will be utilized.

2010TSI = the total solar investment through 2010 weighting the overall interest rate

for each issuance.

And

 $SLTD_2 = [2011SI / 2011TB] \times 2011TB(@BIR) + SLTD_{int1}$

2011TSI

Where

2011SI = 2011 solar investment commissioned.

2011TB = the new 2011 total bond issuance if any.

2011TB(@BIR) = the amount of the 2011 total bond issue allocated to the 2011 solar

investment at the total interest cost of that bond.

SLTD_{intl} = the interest amount calculated on the allocated portion of 2010TB(@BIR).

2011TSI = the total solar investment through 2011 weighting the overall interest rate

for each issuance.

And where

 $SLTD_3 =$ $[2012SI/2012TB] \times 2012TB(@BIR) + SLTD_{int1} + SLTD_{int2}$

2012TSI

Where

2012SI = 2012 solar investment commissioned.

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

the new 2012 total bond issuance if any.

2012TB(@BIR) = the amount of the 2012 total bond issue allocated to the 2012 solar investment at the total interest cost of that bond.

SLTC_{int2} = the interest amount calculated on the allocated portion of 2011TB(@BIR).

2012TSI = the total solar investment through 2012 weighting the overall interest rate for each issuance.

To the extent any of the bonds allocated through this formula mature prior to the total recovery of the solar investment, the formula will be updated to include the components of the replacement bond.

- CR is the actual annual amount of revenues received for the previous 12-month period from the sale of the energy, capacity, renewable energy credits and any other non-customer revenue offsets that the Company is able to obtain from or for its solar facilities.
- ADJ is an adjustment reflecting the reconciliation of the prior period revenue requirement to true
 up differences resulting from actual and allowed revenue or the use of any estimated data. Any
 under/over recoveries will include a carrying charge based on the monthly average balance at the
 customer deposit rate as described below.

Effective January 1, 2023, the revenue requirement calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator as shown below.

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

The SPCA factor shall be established annually based on the actual Program revenue requirements needed to recover the solar investment and operating costs incurred to date.

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	President	Effective:	February 1, 2022

NSTAR ELECTRIC COMPANY d/b/a/ EVERSOURCE ENERGY

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

The Company will reconcile any estimates used for the purpose of determining the SPCA factor. The Company will also reconcile the revenue allowed as a result of the approved SPCA factor with the actual revenue collected from customers. Any over- and under-recoveries occurring as a result of such reconciliation shall incur a carrying charge based on the monthly average reconciled balance at the customer deposit rate.

The first year's SPCA factor will be based on calendar-year data ending December of that year. Any over-or under-recoveries will be included as part of the ADJ component and shall be refunded to or collected from all customers on a per kilowatt-hour basis over the following twelve (12) months, with interest at the customer deposit rate not adjusted for taxes.

1.04 Information to be filed with the Department

The Company may file to update data at any time should significant over- or under-recoveries occur and flow the updated through the tariff formula. If actual costs and revenues are unavailable for any month, said costs or revenues shall be estimated, subject to later adjustment through the ADJ component, for purposes of the foregoing calculation. Any adjustment of the SPCA factor shall be in accordance with a notice filed with the Department of Public Utilities ("Department") setting forth the amount of the proposed new factor, the amount of the increase or decrease, and the effective delivery charge in the Company's rates as adjusted to reflect the new factor. The notice shall further specify the effective date of such adjustments, which shall not be earlier than thirty (30) days after the filing of the notice, or such other date as the Department may authorize.

The operation of the SPCA is subject to Section 58 of Chapter 169 of the Acts of 2008 (as codified at G.L. c. 164, §1A(f) and the other provisions of Chapter 164 of the General Laws.

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SOLAR EXPANSION COST RECOVERY MECHANISM

1.0 PURPOSE AND APPLICABILITY

1.1 Purpose

The purpose of the Solar Expansion Cost Recovery Mechanism is to recover from Customers the investment and ongoing maintenance costs of solar generation projects constructed, owned and operated by NSTAR Electric Company d/b/a Eversource Energy (the "Company") pursuant to Section 1A(f) of Chapter 164 of the General Laws, as amended by An Act Relative to Solar Energy ("Act") and Section 77 of Chapter 8 of the Acts of 2021.

1.2 Applicability

The Solar Expansion Cost Recovery Factor ("SECRF") shall be applied to all kilowatt-hours (kWh) delivered by the Company, to all customers taking service under its retail rate tariffs, as determined in accordance with the provisions of Section 3.0 of this tariff. The SECRF shall be determined annually by the Company, as defined below, subject to the Department of Public Utilities' (the "Department") review and approval.

1.3 Effective Date

The annual SECRF shall be effective on January 1st of each calendar year. Pursuant to Section 5.2, the annual SECRF may be adjusted to reflect a partial year revenue requirement. Such adjustment, if applicable, shall be effective July 1st of each calendar year.

2.0 <u>DEFINITIONS</u>

- (1) <u>Annual Revenue Requirement</u> shall mean the Return on Rate Base and associated income taxes relating to the Company's investment in solar, along with accumulated depreciation and accumulated deferred taxes, depreciation expense, incremental operation and maintenance expense, property taxes, and amortization of investment tax credits.
- (2) Rate Base shall include, but is not limited to, gross plant, depreciation reserve, accumulated deferred income taxes, and a working capital allowance as determined in the Company's most recent distribution rate case. Rate Base will be determined on a monthly basis during the initial year following the in-service date of the solar generation facility and on a quarterly basis during subsequent years.
- (3) Return on Rate Base shall be based on the Rate Base multiplied by the Company's after tax weighted average cost of capital as approved in the Company's most recent distribution rate case adjusted to a pre-tax basis by using currently effective federal and state income tax rates applicable to the period of the investment.

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SOLAR EXPANSION COST RECOVERY MECHANISM

- (4) <u>Incremental Operation and Maintenance Expense</u> is the actual monthly incremental operation and maintenance cost incurred through the prior twelve-month period caused by the solar generation facilities, including but not limited to such expenses as payroll and associated employee costs, contractor costs, material and supplies, and any lease payments approved by the Department. If actual monthly expenses are unavailable at the time that rates are calculated, the Company may use an estimate and reconcile such amount in the next adjustment. Only those costs directly charged to the solar generation facilities and are necessary for the operation and maintenance of the solar generation facilities shall be included. Those direct or allocated costs recovered by any other rate, charge or tariff shall be excluded.
- (5) <u>Distribution Revenue Allocators</u> are the allocation factors for each rate class group applied to the Revenue Requirement, as approved by the Department, for purposes of determining the SECRF for each rate class.

The revenue requirement calculated herein shall be allocated to each rate class group as follows:

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

3.0 RATE FORMULA

3.1 Derivation of SECRF

$$SECRF_c = (\underbrace{RR + RA) \times DRA_r}_{FkWh_r}$$

where:

T Designates a separate factor for each rate class.

SECRF_r The Solar Expansion Cost Recovery Factor, by rate class.

DRA_r Distribution Revenue Allocator for each rate class group, as

specified in Section 2.0 (5).

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President

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SOLAR EXPANSION COST RECOVERY MECHANISM

FkWh_r Forecast kWh for each rate class.

RR Annual Revenue Requirement as defined in Section 2.0 (1).

RA Annual Reconciliation Adjustment, which shall include any

credits for energy sales and credits for either the sales of RECs into the ISO-NE market or the market value of RECs used to comply with the RPS, credits for capacity sales, if any, plus

interest, during the prior year.

3.2 Application of SECRF to Customer Bills

The SECRF (\$ per kWh) shall be calculated to the nearest one one-thousandth (\$0.00001) of a cent per kWh and will be applied to the monthly kWh sales. In the Eastern Massachusetts territory, the SECRF will be included with the distribution kWh charge on customer's bills.

4.0 RECONCILIATION ADJUSTMENTS

4.1 The prior year annual revenue requirement shall be reconciled to the actual amount of revenue billed to customers through the SECRF. Such reconciliation shall include any credits for (1) net proceeds associated with energy sales to the Independent System Operator of New England ("ISONE"), (2) either (a) net proceeds associated with sales of Renewable Energy Certificates ("RECs") or (b) the market value of RECs which were used to comply with the Renewable Portfolio Standards established in Mass. Gen. Laws c. 25A, § 11F and 220 C.M.R. 14.00 – 16.00 et seq., and (3) net proceeds, if any, associated with bidding the capacity of the solar generating facilities into the ISONE Forward Capacity Market, and the excess or deficiency, including interest rate paid on customer deposits, shall be used to adjust the subsequent year's SECRF.

5.0 INFORMATION TO BE FILED WITH THE DEPARTMENT

- 5.1 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 SECRF. The notice shall further specify the effective date of such adjustment, which shall not be earlier than sixty days after the filing of the notice, or such other date as the Department may authorize.
- 5.2 During any period in which the Company completes construction and puts into service solar generation facilities, the Company shall submit two filings each year, on May 1st and November 1st, with the Department which would include new solar generation facilities with in-service dates up through December 31 and June 30, respectively, requesting approval of the partial year revenue requirement over the period beginning with the effective date of such new SECRF.

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SOLAR EXPANSION COST RECOVERY MECHANISM

5.3 The Company shall file a schedule of solar generation projects to be recovered through the Solar Expansion Cost Recovery Mechanism. Such schedule may be amended to include new projects to the extent the Department approves additional solar generation facilities pursuant to Section 1A(f) of Chapter 164 and/or Section 77 of Chapter 8 of the Acts of 2021.

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President

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NET METERING

Applicability

The following tariff provisions shall be applicable to a Host Customer, as defined herein, that requests Net Metering services from the Distribution Company, with the exception of a Host Customer that is 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. A Governmental Cooperative shall not be considered 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: *Rules Governing the Restructuring of the Electric Industry*. Service under this rate to any Host Customer is subject to the Distribution Company's printed requirements and the Distribution Company's Terms and Conditions for Distribution Service, each as in effect from time to time. The interconnection date of a Net Metering Facility shall have no bearing on a Host Customer's eligibility to request Net Metering services under this tariff.

Section 1.01 Definitions

The terms set forth below shall be defined as follows, unless the context otherwise requires.

Administrator means the qualified entity selected by the Department to administer the Massachusetts System of Assurance of Net Metering Eligibility, as established by the Department pursuant to M.G.L. c. 164, § 139(g).

Agricultural Net Metering Facility means a Renewable Energy generating facility that

- (a) is operated as part of an agricultural business and is not participating in the Small Hydroelectric Net Metering Program;
- (b) generates electricity;
- (c) does not have a generation capacity of more than two megawatts;
- (d) is located on land owned or controlled by the agricultural business;
- (e) is used to provide energy to metered accounts of the business; and
- (f) is interconnected to the Distribution Company.

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"Agriculture" has the same meaning as provided in M.G.L. c. 128, § 1A; provided that, when necessary, the Commissioner of the Department of Agricultural Resources shall determine if a business is an agricultural business and whether the facility is operated as part of that business.

Anaerobic Digestion Net Metering Facility means a facility that

- (a) generates electricity from a biogas produced by the accelerated biodegradation of organic materials under controlled anaerobic conditions;
- (b) has been determined by the Department of Energy Resources, in coordination with the Department of Environmental Protection, to qualify under the Department of Energy Resources' regulations as a Class I renewable energy generating source under 225 CMR 14:00: *Renewable Energy Portfolio Standard-Class I* and M.G.L. c. 25A, § 11F; and
- (c) is interconnected to the Distribution Company.

Avoided Energy Supply Component (AESC) Study refers to the study sponsored by electric and gas utilities and energy efficiency program administrators in support of the Distribution Company's energy efficiency plans.

<u>Billing Period</u> means the period of time set forth in the Distribution Company's terms and conditions for which the Distribution Company bills a Customer for its electricity consumed or estimated to have been consumed.

<u>Behind-the-Meter (BTM)</u> means a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility that serves on-site load other than parasitic load or station load utilized to operate the facility.

<u>Cap Allocation</u> means an assurance from the Administrator that a Host Customer will receive Net Metering services upon a Host Customer's receipt from the Distribution Company of a notice of authorization to interconnect.

Cap Exempt Facility means a Class I Net Metering Facility that:

- (a) is a renewable energy generating facility; and
- (b) has a nameplate capacity rating equal to or less than:

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- (i) 10 kilowatts on a single-phase circuit; or
- (ii) 25 kilowatts on a three-phase circuit.

<u>Class I Net Metering Facility</u> means a plant or equipment that is used to produce, manufacture, or otherwise generate electricity, that has a design capacity of 60 kilowatts or less, and that is not a Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program.

<u>Class II Net Metering Facility</u> means an Agricultural Net Metering Facility, Anaerobic Digestion 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 of 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. Each Municipality or Other Governmental Entity may have an aggregate generating capacity of not more than 10 megawatts.

<u>Class III Net Metering Facility</u> means an Agricultural Net Metering Facility, Anaerobic Digestion 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 of 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. Each Municipality or Other Governmental Entity may have an aggregate generating capacity of not more than 10 megawatts.

<u>Customer</u> 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.

Department means the Massachusetts Department of Public Utilities.

Distribution Company means NSTAR Electric Company d/b/a Eversource Energy.

<u>Energy Storage System (ESS)</u> means a commercially available technology that is capable of absorbing energy, storing it for a period of time, and thereafter dispatching electricity; provided, however, that an energy storage system shall not be any technology with the ability to produce or generate energy.

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<u>Forward Capacity Auction (FCA)</u> means the auction held by ISO-NE to purchase enough qualified resources to satisfy the region's future electricity needs and allow enough time to construct new capacity resources.

<u>Forward Capacity Market (FCM)</u> means the long-term wholesale electricity market, administered by ISO-NE, that assures resource adequacy, locally, and systemwide. Capacity resources may be new or existing resources, and include supply from generators, import capacity, or demand resources.

<u>Front-of-the-Meter (FTM)</u> means a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility that serves no associated on-site load other than parasitic load or station load utilized to operate the generation unit.

<u>Governmental Cooperative</u> means a cooperative, organized pursuant to M.G.L. c. 164, § 136, whose members or shareholders are all Municipalities or Other Governmental Entities.

<u>Grandfathered Facility</u> means a Net Metering Facility that is not a Cap Exempt Facility and that was interconnected to the distribution system and was included in the Distribution Company's net metering caps on or before April 24, 2013 and therefore was exempted from the System of Assurance.

<u>Host Customer</u> means a Customer with a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program that generates electricity on the Customer's side of the meter.

<u>Interconnection Tariff</u> means the Distribution Company's Standards for Interconnecting Distributed Generation, M.D.P.U. No. 55, as may be amended from time to time.

<u>ISO-NE</u> 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.

Market Net Metering Credit means a Net Metering Credit, calculated pursuant to Section 1.06(3) below and summarized in Appendix B, provided by the Distribution Company for the net excess electricity generated and fed back to the Distribution Company by (i) a New Solar Net Metering Facility; and (ii) other Solar Net Metering Facilities that are not Cap Exempt Facilities after 25

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years from the date that each Solar Net Metering Facility was first authorized to interconnect to the electric distribution system as provided by M.G.L.c.164, § 139(k).

<u>Municipality</u> means a city or town within the Distribution Company's service territory that is also a Customer of that Distribution Company. Electric accounts of a city or town are not eligible for net metering under this tariff unless they are accounts with the Distribution Company.

<u>Neighborhood</u> means a geographic area within a Municipality, subject to the right of the Department to grant exceptions pursuant to 220 CMR 18.09(7), 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.

<u>Neighborhood Net Metering Facility</u> means a Class I Net Metering Facility, Class II Net Metering Facility, or Class 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
- (c) is located within the same Neighborhood as the Customers that own or are served by the facility.

<u>Net Metering</u> means the process of measuring the difference between electricity delivered by the Distribution Company and electricity generated by a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program and fed back to the Distribution Company.

<u>Net Metering Credit</u> means any credit provided by the Distribution Company for the net excess electricity generated and fed back to the Distribution Company by a Class I Net Metering Facility,

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Class II Net Metering Facility, Class III Net Metering Facility, Neighborhood Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program calculated pursuant to Section 1.06 below.

Net Metering Facility of a Municipality or Other Governmental Entity means a Class II or Class III Net Metering Facility:

- (a) that is owned or operated by a Municipality or Other Governmental Entity that is a Host Customer; or
- (b) of which the Municipality or Other Governmental Entity is the Host Customer and is assigned 100% of the output.

New Solar Net Metering Facility means:

- (a) a Solar Net Metering Facility that submits an application for a Cap Allocation to the System of Assurance after the Notification Date for the entire capacity of the Solar Net Metering Facility; or
- (b) a Solar Net Metering Facility that submits an application for a Cap Allocation to the System of Assurance before the Notification Date, but which is subsequently deemed complete by the Administrator and does not receive a Cap Allocation from the Administrator until after January 8, 2017; or
- (c) the following types of Solar Net Metering Facilities that seek to expand after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class II Net Metering Facility or Class III Net Metering Facility: (i) a facility that submits an application for a Cap Allocation to the System of Assurance before the Notification Date, is subsequently deemed complete by the Administrator and receives a Cap Allocation on or before January 8, 2017, (ii) a Cap Exempt Facility interconnected on or before the Notification Date, or (iii) a Grandfathered Facility.

Notification Date means September 26, 2016 at 2:00 p.m., after which all New Solar Net Metering Facilities that are not Cap Exempt Facilities shall generate Market Net Metering Credits as determined pursuant to M.G.L. c.164, § 139(b½).

Other Governmental Entity means a department or agency of the Federal government or of the Commonwealth of Massachusetts, and any other entity as approved by the Department.

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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.

<u>Small Hydroelectric Net Metering Credit</u> means a Net Metering Credit, calculated pursuant to Section 1.06(4) below and summarized in Appendix C, provided by the Distribution Company for the net excess electricity generated and fed back to the Distribution Company by a Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program.

<u>Small Hydroelectric Net Metering Facility</u> means a facility for the production of electrical energy that uses water to generate electricity, with a nameplate capacity of two megawatts or less, and is interconnected to a Distribution Company.

<u>Small Hydroelectric Net Metering Program</u> means a distinct technology-specific Net Metering program wherein each Small Hydroelectric Net Metering Facility that seeks to net meter while the program is open participates in a separate cap and generates a Small Hydroelectric Net Metering Credit pursuant to M.G.L. c. 164, § 139A.

<u>Solar Net Metering Facility</u> means a facility for the production of electrical energy that uses sunlight to generate electricity and is interconnected to the Distribution Company.

Standard Net Metering Credit means a Net Metering Credit, calculated pursuant to Section 1.06(1) below and summarized in Appendix A, provided for the net excess electricity generated and fed back to the Distribution Company by all net metering facilities except for the following:

- (a) New Solar Net Metering Facilities; and
- (b) Solar Net Metering Facilities that are not Cap Exempt Facilities.

<u>System of Assurance</u> means the Massachusetts System of Assurance of Net Metering Eligibility, as established by the Department pursuant to M.G.L. c. 164, § 139(g).

<u>Wind Net Metering Facility</u> means a facility for the production of electrical energy that uses wind to generate electricity and is interconnected to the Distribution Company.

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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:

- (1) Application procedures;
- (2) Information necessary for requests;
- (3) Metering and technical requirements; and
- (4) 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 Net Metering Facility or Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility greater than 60 kW participating in the Small Hydroelectric Net Metering Program shall install at the Host Customer's expense revenue-grade meters to measure the generator's kilowatt-hour ("kWh") output.
- (2) Host Customers with a Class I Net Metering Facility or a Small Hydro Net Metering Facility that is 60 kW or less participating in the Small Hydroelectric Net Metering Program shall install at the Host Customer's expense revenue-grade meters to measure the generator's kWh output.
- (3) Host Customers with a FTM Class II Net Metering Facility or FTM Class III Net Metering Facility shall install at the Host Customer's expense, revenue grade meters to measure the generator's kWh output. Such meters shall be compliant with ISO-NE requirements for settlement only generators.
- (4) Host Customers with a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility shall have the necessary metering and shall provide the Distribution Company with the appropriate information to comply with Section 1.08.

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Section 1.04 Qualifications for Neighborhood Net Metering Facilities

The Host Customer of a Neighborhood Net Metering Facility shall fulfill the requirements of the Distribution Company's Interconnection Tariff, as noted in Section 1.02 above, and shall further provide and maintain on file with the Distribution Company written documentation demonstrating that all parties eligible to receive Net Metering Credits from the Neighborhood Net Metering Facility meet the terms of the definition of a Neighborhood Net Metering Facility, as provided herein and in the Department's regulations at 220 C.M.R. 18.02.

Section 1.05 Administration of Net Metering Credits

- (1) The Distribution Company shall calculate a Net Metering Credit as set forth in Section 1.06 below, and not bill a Host Customer for kWh usage, for any Billing Period in which the kWh generated by a Class I, II, or III Net Metering Facility, Neighborhood Net Metering Facility, New Solar Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program exceed the kWh usage of the Host Customer.
- (2) The Distribution Company shall bill a Host Customer for excess consumption for any Billing Period in which the kWh consumed by a Host Customer exceed the kWh generated by a Class I, II or III Net Metering Facility, Neighborhood Net Metering Facility, New Solar Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program.

Section 1.06 Calculation of Net Metering Credits

The Net Metering Credit based on the excess electricity generated by a Net Metering Facility shall be determined as either a Standard Net Metering Credit, Market Net Metering Credit, or Small Hydroelectric Net Metering Credit pursuant to this section.

(1) <u>Standard Net Metering Credit</u>

(a) The following Net Metering Facilities shall receive a Standard Net Metering Credit:

Net Metering Facility Size		
Class I	Class III	
Solar*		Not Applicable
Wind		Not Applicable
Anaerobic Digestion		Not Applicable

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Net Metering Facility Size		
Class I Class II Class III		
Agricultural		Not Applicable
Not Applicable	Municipality or Other Governmental Entity	
Cap Exempt	Not Applicable	

- * A Solar Net Metering Facility that is not a New Solar Net Metering Facility but that seeks to expand the generating capacity after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class I Net Metering Facility shall continue to receive the Standard Net Metering Credit. Facilities that expand such that the entire facility, including the expanded generating capacity, is a Class II Net Metering Facility or a Class III Net Metering Facility will generate Market Net Metering Credits.
- (i) The Standard Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 100% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the distribution charge;
 - c. the transmission charge; and
 - d. the transition charge.
- (ii) Solar Net Metering Facilities are eligible to receive Standard Net Metering Credits pursuant to Section 1.06(1) for a period of 25 years from the date on which the Solar Net Metering Facility was first authorized to interconnect to the distribution system. After 25 years, any Solar Net Metering Facility that is not a Cap Exempt Facility shall receive Market Net Metering Credits pursuant to Section 1.06(3) below.

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- (iii) New Solar Net Metering Facilities that are also Agricultural Net Metering Facilities are eligible to receive Standard Net Metering Credits pursuant to this provision for a period of 25 years from the date on which the facility was first authorized to interconnect to the distribution system, and, thereafter shall receive Market Net Metering Credits pursuant to Section 1.06(3) below. Provided, however, that any New Solar Net Metering Facility that is also an Agricultural Net Metering Facility that ceases to be designated as an agricultural facility at any time during such 25-year period, shall immediately receive Market Net Metering Credits (instead of Standard Net Metering Credits) pursuant to Section 1.06(3) below.
- (b) The following Net Metering Facilities shall receive a Standard Net Metering Credit:

Net Metering Facility Size			
Class I	Class II	Class III	
Other than Solar, Wind,			
Anaerobic Digestion, or			
Agricultural, or Small			
Hydroelectric	Not Applicable		
participating in the Small		_	
Hydroelectric Net			
Metering Program			

- (i) The Standard Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 100% of the excess kWh, by time-of-use if applicable; and
 - (2) the average monthly clearing price at the ISO-NE.
- (ii) Electricity generated from any technology except Solar, Wind, Agricultural, Anaerobic Digestion, and Small Hydroelectric Net Metering Facilities Participating in the Small Hydroelectric Net Metering Program and which qualifies as a Class I Renewable Energy generating source under M.G.L. c. 25A, § 11F shall receive a Standard Net Metering Credit pursuant to this section; 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.

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Subject to Section 1.06(1)(c)(ii) below, the following Net Metering Facilities shall receive a Standard Net Metering Credit:

Net Metering Facility Size		
Class I	Class I Class II	
Not Applicable		Solar
Not Applicable		Wind
Not Applicable		Anaerobic Digestion
Not Applicable		Agricultural
Neighborhood		

- (ii) The Standard Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 100% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company per-kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the transmission charge; and
 - c. the transition charge.
- (ii) Class III Solar Net Metering Facilities and Solar Net Metering Facilities that are also Neighborhood Net Metering Facilities are eligible to receive Standard Net Metering Credits pursuant to this provision for a period of 25 years from the date on which the Net Metering Facility was first authorized to interconnect to the distribution system. After 25 years, the Class III Solar Net Metering Facility and Solar Net Metering Facility that is also a Neighborhood Net Metering Facility shall receive Market Net Metering Credits pursuant to Section 1.06(3)(a) below.
- (iii) For rules applicable to New Solar Net Metering Facilities that are also Agricultural Net Metering Facilities, see Section 1.06(1)(a)(iii).

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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 and the Solar Massachusetts Renewable Target ("SMART") Factor pursuant to M.D.P.U. No. 74, as may be amended from time to time.

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.

(2) Customer Notification

The Distribution Company shall notify a Host Customer at least 30 days in advance of the transition from Standard Net Metering Credits to Market Net Metering Credits after 25 years from the date when the facility was first interconnected to the electric distribution system.

(3) Market Net Metering Credits

(a) Subject to Section 1.06(3)(a)(ii) below, the following Net Metering Facilities shall receive a 60% Market Net Metering Credit:

Net Metering Facility Size			
Class I	Class II	Class III	
New Solar that is not a Municipality or Other Governmental Entity			
Non-Cap Exempt Solar*			

^{*}A Solar Net Metering Facility that is not a New Solar Net Metering Facility, but that seeks to expand the generating capacity at a later date after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class II Net Metering Facility or a Class III Net Metering Facility will generate Market Net Metering Credits.

- (i) The Market Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 60% of the excess kWh, by time-of-use if applicable; and

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- (2) the sum of the following Distribution Company kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the distribution charge;
 - c. the transmission charge; and
 - d. the transition charge.
- (ii) Solar Net Metering Facilities that are not Cap Exempt Facilities are eligible to receive Standard Net Metering Credits pursuant to Section 1.06(1) for a period of 25 years from the date on which such Solar Net Metering Facility was first authorized to interconnect to the distribution system. After 25 years, such Solar Net Metering Facility must receive Market Net Metering Credits pursuant to Section 1.06(3).
- (iii) For rules applicable to New Solar Net Metering Facilities that are also Agricultural Net Metering Facilities, see Section 1.06(1)(a)(iii).
- (b) The following Net Metering Facilities shall receive a 100% Market Net Metering Credit:

Net Metering Facility Size			
Class I	Class II	Class III	
New Solar where the Host Customer is a Municipality or Other Governmental			
Entity and only allocates Net Metering Credits to the accounts of other			
customers that could also qualify as a Municipality or Other Governmental			
Entity			
Solar where the Host Customer is a Municipality or Other Governmental Entity			
and only allocates Net Metering Credits to the accounts of other customers that			
could also qualify as a Municipality or Other Governmental Entity, 25 years			

after date of authorization to interconnect

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- (i) The Market Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 100% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the distribution charge;
 - c. the transmission charge; and
 - d. the transition charge.
- (c) Subject to Section 1.06(3)(c)(ii) below, the following Net Metering Facilities shall receive a 60% Market Net Metering Credit:

Net Metering Facility Size				
Class I	Class II	Class III		
New Solar that is also Neighborhood				
Solar that is also Neighborhood				

- (i) The Market Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 60% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company per-kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);

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- b. the transmission charge; and
- c. the transition charge.
- (ii) Solar Net Metering Facilities that are also Neighborhood Net Metering Facilities are eligible to receive Standard Net Metering Credits pursuant to Section 1.06(1)(c) for a period of 25 years from the date on which the Solar Net Metering Facility was first authorized to interconnect to the distribution system. After 25 years, the Solar Net Metering Facility that is also a Neighborhood Net Metering Facility must receive Market Net Metering Credits pursuant to this provision.
- (d) Solar Net Metering Facilities, including New Solar Net Metering Facilities, that are Cap Exempt Facilities are not subject to Market Net Metering Credits and shall continue to receive Standard Net Metering Credits in accordance with Section 1.06(1) above. Provided, however, that if a Cap Exempt Facility that is a Solar Net Metering Facility was interconnected after the Notification Date and later expands such that the entire facility, including the expanded generating capacity, no longer qualifies as a Cap Exempt Facility, then the entire net metering facility would generate Market Net Metering Credits in accordance with this Section.
- (e) 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 and the Solar Massachusetts Renewable Target ("SMART") Factor pursuant to M.D.P.U. No. 74, as may be amended from time to time.
- (f) 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.

(4) Small Hydroelectric Net Metering Credits

(a) Small Hydroelectric Facilities participating in the Small Hydroelectric Net Metering Program shall receive a Small Hydroelectric Net Metering Credit:

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- (i) The Small Hydroelectric Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) the excess kWh, by time-of-use, if applicable; and
 - (2) the basic service charge (in the ISO-NE load zone where the Host Customer is located).

Section 1.07 Allocation of Net Metering Credits

- (1) For a Class I, Class II, Class III Net Metering Facility or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program, 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. The manner and form of credit designation shall be as specified in this Net Metering provision pursuant to 220 CMR 18.09(2).
- (2) Notwithstanding Section 1.07(1), if the Host Customer of a Class I Net Metering Facility, Class II Net Metering Facility, or Class III Net Metering Facility is a Municipality or Other Governmental Entity, including a Governmental Cooperative, it may direct the Distribution Company to allocate Net Metering Credits only to other Customers that are Municipalities or Other Governmental Entities. Net Metering Credits can be allocated only within: (1) the Distribution Company's service territory and (2) the same ISO-NE load zone.
- (3) 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.
- (4) 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.
- (5) For a Class III Net Metering Facility and a Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program in accordance with the terms of this tariff and D.P.U. 17-10-A Order at 34, 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

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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 in accordance with the terms of this tariff 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.

(6) 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.

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. If the Distribution Company operates under a revenue decoupling mechanism, the Distribution Company will recover the non-reconciling distribution portion of revenue displaced ("DDR") through a revenue decoupling mechanism and all other charges listed below through the operation of the NMRS. If the Distribution Company will recover the DDR and all other charges listed below through the operation of the NMRS. If the Distribution Company elects not to file an NMRS, the Distribution Company must file a net metering report in lieu of the NMRS. The net metering report shall be in a form approved by the Department. The net metering report is for informational purposes only.

(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 distribution revenue, and to reconcile actual NMRS revenue amounts recovered from Customers with actual recoverable amounts.

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(2) Applicability of NMRS

The NMRS shall be applicable to all 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 Distribution Company shall submit NMRS filings as outlined in Section 1.08(6) of this tariff.

(4) NMRS Formula

 $NMRS_x = (NMC_{x-1} + DDR_{x-1} + ADM_{x-1} + PPRA_{x-2} - BOP_{x-1} - MR_{x-1}) \div FkWh_x,$

where

The year over which the surcharge applies; X

 $NMRS_x$ The Net Metering Recovery Surcharge for year x;

The Net Metering Credits for year x-1, based on actual data NMC_{x-1} where available and estimated for the period where actual data is unavailable;

The non-reconciling distribution portion of revenue displaced, DDR_{x-1} 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;

 ADM_{x-1} Incremental administrative costs solely attributable participation in the ISO-NE FCM or in the administration of the Buyout Option, as described in Section 1.08(8)(d)(i), Section

1.08(8)(d)(ii), and Section 1.08(8)(f);

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

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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. Any balance between actual data and estimated data will be included in this component.

BOP_{x-1} = Buyout Payment, as defined in Section 1.08(8)(f) and Section 1.08(8)(h);

MRx-1 = Market Revenue, as defined in Section 1.08(8)(g) and Section 1.08(8)(h);

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.

The Base Distribution Revenue Allocator shall be derived from the Distribution Company's most recent general rate case as approved by the Department.

Effective January 1, 2023, the revenue requirement calculated shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator for each territory as shown below.

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

(5) <u>Determination of Revenue Displaced by Net Metering Facilities</u>

- (a) The distribution 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

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- (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 Class III Net Metering Facilities, or Small Hydroelectric Net Metering Facilities greater than 60 kW participating in the Small Hydroelectric Net Metering Program, and for those Host Customers with a Class I Net Metering Facility or Small Hydroelectric Net Metering Facility that is 60 kW or less participating in the Small Hydroelectric Net Metering Program 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 or Small Hydroelectric Net Metering Facility that is 60 kW or less participating in the Small Hydroelectric Net Metering Program. 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 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.

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(iii) For all non-wind and non-solar Class I Net Metering Facilities, including Small Hydroelectric Net Metering Facilities that are 60 kW or less, the estimate shall be calculated on a case-by-case basis with the best available data.

(6) <u>Information Required to be Filed with the Department</u>

This information shall be submitted as part of the annual reconciliation filing, along with complete documentation of the reconciliation adjustment calculations. 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) <u>Customer Notification</u>

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.

(8) Capacity and Energy

- (a) The Distribution Company holds title to the energy associated with net metering facilities except for the energy associated with the following facilities:
 - (i) a Class I Net Metering Facility; and
 - (ii) the ESS component of a Class I, Class II, or Class III Net Metering Facility that is paired with an ESS.
- (b) The Distribution Company holds title to the capacity associated with net metering facilities except for the capacity associated with the following facilities:
 - (i) a Class I Net Metering Facility;

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- (ii) a Small Hydroelectric Net Metering Facility;
- (iii) the ESS component of a Class I, Class II, or Class III Net Metering Facility that is paired with an ESS; and
- (iv) a Class II or Class III Net Metering Facility enrolled in Net Metering under the provisions of this tariff before February 1, 2019 if the Distribution Company has not previously asserted title to the capacity and the Host Customer meets either of two conditions:
 - (1) submitted a qualification package as defined by ISO-NE to participate in the most recent ISO-NE FCA prior to February 1, 2019 (i.e., FCA 13); or
 - (2) qualified and participated in a prior ISO-NE FCA and has an existing capacity supply obligation as defined by ISO-NE.
- (c) Title to the capacity rights associated with a Class II Net Metering Facility or a Class III Net Metering Facility enrolled in Net Metering under the provisions of this tariff on or after February 1, 2019 will automatically transfer to the Distribution Company on the date on which the Host Customer begins receiving Net Metering service under the provisions of this tariff.
- (d) For a Class II Net Metering Facility or Class III Net Metering Facility, the Distribution Company shall participate in the FCM with respect to capacity to which the Distribution Company has title under one of the following options:
 - (i) qualifying and bidding the capacity into the ISO-NE FCM to obtain a capacity supply obligation as defined by ISO-NE ("Option 1"); or
 - (ii) registering for performance incentive payments under the ISO-NE FCM Pay-for-Performance Project ("Option 2").

The Distribution Company will be exempt from the requirement to participate in the FCM with respect to the capacity for a specific Class II Net Metering Facility or Class III Net Metering Facility to which the Distribution Company has title if the facility cannot be qualified for the ISO-NE FCM due to circumstances outside of the Distribution Company's control, and the Distribution Company can

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demonstrate that it made reasonable efforts to mitigate the issues preventing qualification.

- The owner of any Class I Net Metering Facility that expands to become a Class II (e) or Class III Net Metering Facility shall take the necessary actions to transfer title to the capacity rights to the Distribution Company within 30 business days of the expansion, including the capacity rights of the original Class I Net Metering Facility. If such owner refuses to relinquish title within the required time, the owner will forfeit eligibility to participate in the Net Metering program.
- (f) Buyout Option: The owner of a BTM Class II or BTM Class III Solar Net Metering Facility, or of a FTM Class II or FTM Class III Solar Net Metering Facility paired with an ESS ("Eligible Facilities"), shall have a one-time option to purchase the capacity rights of such Eligible Facility from the Distribution Company ("Buyout Option"). Such Buyout Option may be exercised by these facility owners under the following conditions:
 - for new Eligible Facilities enrolled in Net Metering under the provisions of (i) this tariff on or after February 1, 2019, any time after the filing of an interconnection application and before the Distribution Company issues an authorization to interconnect;
 - for existing Eligible Facilities enrolled in Net Metering under the provisions (ii) of this tariff before February 1, 2019, at any time unless the Distribution Company either (1) has submitted a Show of Interest as defined by ISO-NE, thereby beginning the process of qualifying the resource in the ISO-NE FCM as described above or (2) has successfully qualified the resource in the ISO-NE FCM for the current qualification period; and
 - (iii) for existing Eligible Facilities enrolled in Net Metering under the provisions of this tariff before February 1, 2019 that retrofit with an ESS, after the filing of a revised interconnection application for the retrofit and before the Distribution Company issues a new authorization to interconnect.

If the Distribution Company has already participated in the ISO-NE FCM by qualifying and bidding the associated capacity for an existing Eligible Facility that retrofits with an ESS and elects to exercise the Buyout Option, the Distribution Company shall transfer any associated capacity supply obligation, as defined by ISO-NE, to the facility owner upon receipt of full payment of the buyout.

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The owner of an Eligible Facility who elects the Buyout Option must make full payment to the Distribution Company not later than 15 business days after the owner submits written notice of intent to exercise the Buyout Option to the Distribution Company. Within 15 business days after the Distribution Company receives the full buyout payment, it must provide the owner of the Eligible Facility with all necessary documents to transfer the title to the capacity rights to the owner.

A BTM Class II Net Metering Facility or BTM Class III Net Metering Facility is not eligible to participate in any ISO-NE market, including the ISO-NE demand response program (as defined by ISO-NE), unless the Host Customer elects the Buyout Option and makes the buyout payment. However, the Host Customer of a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility is not required to elect the Buyout Option if the Host Customer's sole purpose is to participate with a dispatchable resource, co-located with the Solar Net Metering Facility, in the ISO-NE active demand response program (as defined by ISO-NE) or other program for dispatchable BTM resources. A Host Customer of a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility that exercises the Buyout Option will obtain the capacity rights of that Facility and the Distribution Company will retain the energy rights associated with such Facility. If a Host Customer of a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility does not elect the Buyout Option for such Facility, the Distribution Company will retain title to both the capacity rights and energy rights of such Facility.

The buyout payment shall be calculated as follows:

ACF = [FNC * CCR * (60% * CP) * (80%) * SE] - ADM

Buyout Payment = Net Present Value of ACF

where

ACF = Annual Cash Flow, determined based on a discount rate of 10 percent and a term of 20 years

FNC = Facility Nameplate Capacity of the inverter using an AC rating

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- CCR = Capacity Contribution Rate of 31.8%, initially, and as updated in each year ISO-NE's issues a new Report of Capacity, Energy, Loads, and Transmission (CELT)
- CP = Capacity Price based on the levelized 15-year forecast of capacity prices under the AESC Study, as updated in any year a new final AESC Study is issued
- SE = 4 months of annual solar eligibility in the ISO-NE FCM
- ADM = estimated long-term costs incurred by the Company in the administration of participation in the ISO-NE FCM, calculated at \$1,300/MW and escalated at two percent per year

If actual Administrative Costs differ significantly from those included in the Buyout Payment, the Distribution Company shall petition the Department for a revision to the Buyout Payment formula to more accurately reflect actual administrative costs.

The Distribution Company will include the energy market payments received from (g) ISO-NE for the electricity generated by FTM Class II and FTM Class III Net Metering Facilities and Small Hydroelectric Net Metering Facilities greater than 60 kW participating in the Small Hydroelectric Net Metering Program, in the Distribution Company's annual reconciliation of the NMRS. Host Customers with a Small Hydroelectric Net Metering Facility greater than 60 kW participating in the Small Hydroelectric Net Metering Program or FTM Class II or Class III Net Metering Facility, shall provide all necessary information to, and cooperate with, the Distribution Company to enable the Distribution Company to obtain the appropriate asset identification for reporting generation to ISO-NE. Distribution Company will report all exported power from these facilities to ISO-NE as a settlement only generator and will include any energy settlement revenue in the Distribution Company's annual NMRS reconciliation. The Distribution Company will not register or participate with a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility in any ISO-NE administered markets. The Distribution Company will delist any BTM Class II Net Metering Facility or BTM Class III Net Metering Facility, previously registered as a settlement only generator in the ISO-NE energy market, by April 10, 2020.

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(h) The Distribution Company will also include the following in the Distribution Company's annual NMRS reconciliation: (1) payments received from ISO-NE for participation in the ISO-NE FCM by Class II and Class III Net Metering Facilities; and (2) the payments received under the Buyout Option described in Section 1.08(8)(f) above. For capacity payments received as a result of the Distribution Company participating in the FCM, amounts shall be included in the annual NMRS reconciliation as follows: (1) 80 percent of the net FCM proceeds under Option 1 pursuant to Section 1.08(8)(d)(i); and (2) 100 percent of the net FCM proceeds under Option 2 pursuant to Section 1.08(8)(d)(ii).

Section 1.09 Closure of Tariff to New Customers

(a) Private Cap

Service under this cap is closed to new applicants upon determination by the Distribution Company, consistent with Department rules and regulations, that the aggregate capacity of all Class I, Class II, and Class III Net Metering Facilities that are not Net Metering Facilities of a Municipality or Other Governmental Entity and that are not Cap Exempt Facilities (i.e., the "private cap") authorized by 220 C.M.R. 18.07(1)(a), as may be amended from time to time, has been reached. If the private cap is full, customers may continue to submit applications for net metering services in case capacity becomes available.

(b) Public Cap

Service under this cap is closed to new applicants upon determination by the Distribution Company, consistent with Department rules and regulations, that the aggregate capacity of all Class II and Class III Net Metering Facilities of a Municipality or Other Governmental Entity (i.e., the "public cap") authorized by 220 C.M.R. 18.07(1)(b), as may be amended from time to time, has been reached. If the public cap is full, customers may continue to submit applications for net metering services in case capacity becomes available.

(c) Small Hydro Cap

No more than 60 megawatts of Small Hydroelectric Net Metering Facilities statewide can participate in the Small Hydroelectric Net Metering Program (i.e. the "small hydro cap"). The Distribution Company's allocated share of the small hydro cap is 32.4 megawatts (i.e. the "Company's small hydro cap"). While the Company's small hydro cap is open, any Small Hydroelectric Net Metering Facility that seeks Net Metering services must participate in the Small Hydroelectric Net Metering Program and generate Small

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Hydroelectric Net Metering Credits. Service under the Distribution Company's allocated share of the small hydro cap will remain open until such time as 32.4 megawatts of Small Hydroelectric Net Metering Facilities have been interconnected with the Distribution Company's electric distribution system. The Administrator will notify the Department and the electric distribution companies when it determines that the Distribution Company's allocated share of the small hydro cap has been filled. Once the Department receives notice from the Administrator that the Distribution Company's allocated share of the small hydro cap is filled, a Small Hydroelectric Net Metering Facility may: (i) submit an application for Net Metering services as a Class I Net Metering Facility or as an Agricultural Net Metering Facility (if it meets such qualifications); (ii) if it is not a Cap Exempt Facility, apply for a Cap Allocation from the System of Assurance, and (iii) generate the applicable Standard Net Metering Credits, if all Net Metering eligibility requirements have been met.

(d) Capacity of Net Metering Facilities of a Municipality or Other Governmental Entity

The maximum amount of generating capacity eligible for Net Metering by a Municipality or Other Governmental Entity shall be 10 megawatts, as determined by the sum of the nameplate ratings of Class II and Class III Net Metering Facilities for which the Municipality or Other Governmental Entity is the Host Customer, except as provided in 220 C.M.R. 18.07(6). While a Municipality or Other Governmental Entity may develop Class I Net Metering Facilities, such facilities are excluded from the public cap and will instead be counted against the private cap.

A Municipality or Other Governmental Entity that is a member of a Governmental Cooperative may transfer any or all of the net metering generating capacity associated with one or more Class II or Class III Net Metering Facilities to said Governmental Cooperative by providing written assent to the Governmental Cooperative and obtaining approval from the Department.

A Governmental Cooperative may serve as a Host Customer for a Net Metering Facility of a Municipality or Other Governmental Entity for all capacity allocated pursuant to 220 C.M.R. 18.07(6) and its own capacity as an Other Governmental Entity, provided that the Standard Net Metering Credits for which such Governmental Cooperative serves as Host Customer shall only be allocated to that same Governmental Cooperative or its members.

(e) <u>Highest Historical Peak Load</u>

Each year by February 1, the Distribution Company will update the Distribution Company's highest historical peak load on the Distribution Company's website and with

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an informational filing to the Department. Additional applications may be accepted for incremental aggregated capacity associated with increases in the Distribution Company's peak load.

(f) Aggregate Capacity

The calculation of aggregated capacity shall be in accordance with 220 C.M.R. 18.07.

Section 1.10 Renewable Energy and Environmental Attributes

The provision of Net Metering services does not entitle the Distribution Company to ownership of, or title to, the renewable energy or environmental attributes, including renewable energy certificates, associated with any electricity produced by a Net Metering Facility.

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.

Section 1.12 Classification as a Municipality or Other Governmental Entity

An entity that seeks Net Metering services and/or Standard Net Metering Credits from a Net Metering Facility of a Municipality or Other Governmental Entity must first apply to the Department to be classified as a Municipality or Other Governmental Entity for purposes of Net Metering. The Department will review applications on a case-by-case basis. The Distribution Company shall not be obligated to provide Net Metering services or allocate Standard Net Metering Credits or Market Net Metering Credits valued at 100 percent of net excess kilowatthours from a Net Metering Facility of a Municipality or Other Governmental Entity to a Municipality or Other Governmental Entity pursuant to this tariff until the Department has classified the entity as such.

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APPENDIX A

STANDARD NET METERING CREDIT			
Description of Calculation	Net Metering Credit based on per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(1)(a))	Net Metering Credit based on per-kWh rates for Basic Service, Transmission, and Transition (Section 1.06(1)(c))	Net Metering Credit based on average monthly clearing price at the ISO-NE (Section 1.06(1)(b))
Eligible Net Metering Facilities			
Class I:			
Solar*	X		
Wind	X		
Anaerobic Digestion	X		
Agricultural	X		
Cap Exempt	X		
Class I Other than: Solar, Wind, Anaerobic Digestion, Agricultural			X
Neighborhood		X	
Class II:			
Solar*	X		
Wind	X		
Anaerobic Digestion	X		
Agricultural	X		
Municipality or Other Government Entity	X		
Neighborhood		X	
Class III:			
Solar*		X	

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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NET METERING

STANDARD NET METERING CREDIT			
Description of Calculation	Net Metering Credit based on per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(1)(a))	Net Metering Credit based on per-kWh rates for Basic Service, Transmission, and Transition (Section 1.06(1)(c))	Net Metering Credit based on average monthly clearing price at the ISO-NE (Section 1.06(1)(b))
Eligible Net Metering Facilities			
Wind		X	
Anaerobic Digestion		X	
Agricultural		X	
Municipality or Other Governmental Entity	X		
Neighborhood		X	

*A Solar Net Metering Facility that is not a New Solar Net Metering Facility, but that seeks to expand the generating capacity after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class I Net Metering Facility shall continue to receive the Standard Net Metering Credit. However, if such facility expands such that the entire facility, including the expanded generating capacity, is a Class II Net Metering Facility or a Class III Net Metering Facility, such facility will generate Market Net Metering Credits.

A Solar Net Metering Facility that is not a New Solar Net Metering Facility and a New Solar Net Metering Facility that is also an Agricultural Net Metering Facility (and that retains its designation as an agricultural facility) will generate Standard Net Metering Credits for 25 years from the date the facility was first authorized to interconnect.

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NET METERING

APPENDIX B

60% MARKET NET METERING CREDIT		
Description of Calculation	Net Metering Credit based on 60% of net excess generation and per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(3)(a))	Based on 60% of net excess generation and per- kWh rates for Basic Service, Transmission, and Transition (Section 1.06(3)(c))
Eligible Net Metering Facilities		` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `
New Solar (Class I Non-Cap Exempt, Class II, Class III), except as otherwise set forth in Appendix B and Agricultural*	X	
Non-Cap Exempt Solar* (Class I, Class II, Class III) except for Neighborhood Solar and as otherwise set forth in Appendix B, 25 Years After Date of Authorization to Interconnect	X	
New Neighborhood Solar		X
Neighborhood Solar 25 Years After Date of Authorization to Interconnect		X
New Solar Agricultural 25 years After the Date of Authorization to Interconnect.	X	

*A Solar Net Metering Facility that is not a New Solar Net Metering Facility, but that seeks to expand the generating capacity after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class II or Class III Net Metering Facility, shall receive Market Net Metering Credits. New Solar Net Metering Facilities that are also Agricultural Net Metering Facilities are eligible to receive Standard Net Metering Credits for a period of 25-years from the date on which the facility was first authorized to interconnect to the distribution system, and, thereafter shall receive Market Net Metering Credits. Provided, however, that any New Solar Net Metering Facility that is also an Agricultural Net Metering Facility that ceases to be designated as an agricultural facility at any time during such 25-year period shall immediately receive Market Net Metering Credits (instead of Standard Net Metering Credits under Appendix A).

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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NET METERING

100% MARKET NET METERING CREDIT		
Description of Calculation	Net Metering Credit based on 100% of net excess generation and per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(3)(b))	
Eligible Net Metering Facilities		
New Solar where the Host Customer is a Municipality or Other Governmental Entity and only allocates Net Metering Credits to the accounts of other customers that could also qualify as a Municipality or Other Governmental Entity	X	
Solar where the Host Customer is a Municipality or Other Governmental Entity and only allocates Net Metering Credits to the accounts of other customers that could also qualify as a Municipality or Other Governmental Entity, 25 years after date of authorization to interconnect	X	

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NET METERING

APPENDIX C

SMALL HYDROELECTRIC NET METERING CREDIT		
Description of Calculation	Net Metering Credit based on 100% of net excess generation and per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(4))	
Eligible Net Metering Facilities		
Small Hydroelectric participating in the Small Hydroelectric Net Metering Program	X	

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M.D.P.U. No. 69D Cancels M.D.P.U. No. 69C

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LONG-TERM RENEWABLE ENERGY CONTRACT ADJUSTMENT

RATE LTRCA

1.01 **Purpose**

The purpose of the Long-Term Renewable Energy Contract Adjustment ("LTRCA") is to provide NSTAR Electric Company d/b/a Eversource Energy ("NSTAR Electric" or "Company") a mechanism to adjust, on an annual basis and subject to the jurisdiction of the Department of Public Utilities (the "Department"), its rates for customers of distribution service to recover costs and contract remuneration arising in relation to payments made under long-term renewable energy contracts and transmission service agreements that are in place to satisfy the requirements of the Green Communities Act (St. 2008, c. 169, s. 83, s. 83A, s. 83C, s. 83D)("the Act").

1.02 **Applicability**

The LTRCA shall be applicable to NSTAR Electric customers and all firm electricity, as measured in kilowatt-hours ("kWhs"), delivered by the Company unless otherwise designated.

1.03 **Effective Date of Annual Adjustment**

The date on which the annual LTRCA becomes effective shall be the first day of each calendar year, unless otherwise ordered by the Department. The Company shall submit LTRCA filings as outlined in Section 1.06 of this tariff at least 45 days before the filing is to take effect.

1.04 **Definitions**

The following terms shall be used in this tariff as defined in this section, unless the context requires otherwise.

- "Distribution Company" or "Company" is NSTAR Electric Company d/b/a Eversource (1) Energy.
- (2) "Year" is the 12-month period for which the LTRCA will apply
- (3) "Prior Year" is the 12-month period prior to the Year
- "Remuneration" is the annual remuneration for the Company equal to a percentage of the (4) annual payments under the long-term renewable energy contracts and transmission service agreements. A 4 per cent remuneration applies to contracts subject to Section 83 of the Act. A 2.75 per cent remuneration applies to contracts subject to Section 83A, Section 83C, and Section 83D of the Act.

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LONG-TERM RENEWABLE ENERGY CONTRACT ADJUSTMENT

RATE LTRCA

1.05 Long-Term Renewable Energy Contract Adjustment Formula

LTRCA = (LTRC - MR + PCD + PPRA)/FkWh

LTRCA = The annual Long-Term Renewable Energy Contract Adjustment.

LTRC = The estimated long-term renewable energy contract and transmission service agreement expenditures plus Remuneration for Year_x. This includes the cost of energy, capacity, renewable energy credits ("RECs"), and Clean Energy Credits ("CEC") as applicable under the long term renewable energy contracts plus an estimate of expenses incurred by the Company associated with selling energy into

the market.

MR = The Market Recovery, for Year_x is the estimated sum of: (1) the market value of energy products produced by the long-term renewable energy contract(s) and sold at a price equal to the ISO-NE Real Time energy market price; (2) the market value of capacity products produced by the long-term renewable energy contract(s) and sold on the ISO-NE Forward Capacity Market; (3) the market value of the Class I RECs produced by the long-term renewable energy contract(s); and (4) the market

value of CECs produced by the long-term renewable energy contract(s).

PCD = Procurement and Contract Development Costs related to Section 83C and Section 83D of the Act which consist of (1) the difference between actual expenditures incurred to solicit, evaluate, negotiate, execute, and obtain regulatory approval of long term renewable energy contracts and fees paid by bidders to participate in the solicitation, excluding internal labor costs; and (2) ongoing external costs of administering long term renewable energy contracts, excluding internal labor

costs;

PPRA = The Past Period Reconciliation Amount is the sum of: (a) the difference between (1) the amount of actual LTRC and PCD costs net of actual Market Recovery accumulated by the Company in Prior Year(s); and (2) the amount of LTRCA revenue actually received by the Company in Prior Year(s); and (b) the amount computed in clause (a) times the prime rate computed in accordance with 220 C.M.R. § 6.08(2).

FkWh = The forecasted amount of electricity in kWh to be delivered to the Company's distribution customers for the Year.

The LTRCA revenue requirement shall be collected through a single uniform rate.

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NSTAR ELECTRIC COMPANY d/b/a/ EVERSOURCE ENERGY

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LONG-TERM RENEWABLE ENERGY CONTRACT ADJUSTMENT

RATE LTRCA

1.06 Information Required to be Filed with the Department

Information pertaining to the LTRCA shall be filed with the Department as part of the Company's annual electric reconciliation filing at least forty-five (45) days before the date on which a new LTRCA is to be effective. Additionally, the Company will file with the Department a complete list by (sub)account of all long-term renewable energy contract accounts claimed as recoverable through the LTRCA over the relevant calendar year. This information will be submitted with each annual LTRCA filing, along with complete documentation of the reconciliation-adjustment calculations.

1.07 Customer Notification

The Company will notify customers in simple terms of changes to the LTRCA, including the nature of the change and the manner in which the LTRCA is applied to the bill. In the absence of a standard format, the Company will submit this notice for approval at the time of each LTRCA filing. Upon approval by the Department, the Company shall immediately distribute these notices to all of its distribution customers either through direct mail or with its bills.

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M.D.P.U. No. 70D Cancels M.D.P.U. No. 70C

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ATTORNEY GENERAL CONSULTANT EXPENSES

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 applied to all kilowatthours ("kWh") delivered to all customers. The factor is based on the estimated kWh 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:

 $AGCEF_x = (AGCE_{x-1} + PPRA_{x-2}) \div FkWhx$, where

x = The twelve-month period during which the AGCEF will be in effect;

 $AGCE Adj_x = The Attorney General Consultant Expenses Factor for year x;$

 $AGCE_{x-1}$ = 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 AGCEF 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.

Effective January 1, 2023, the revenue requirement calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator as shown below.

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

For billing purposes in Eastern Massachusetts, the AGCEF will be included with the distribution kWh charge on customers' bills.

The Company shall file its AGCE Adjustment Factor annually no later than November 15th. The effective date for any changes to the AGCE Adjustment Factor shall be January 1st, or as otherwise approved by the Department.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 71 Cancels M.D.P.U. No. 1019B

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WESTERN MASSACHUSETTS

TRANSITORY DEMAND RIDER

AVAILABILITY

This Rider is available to all General Service Customers in the Company's Western Massachusetts territory who know in advance that a transitory load increment might equal or exceed the Customer's prior maximum demand and result in the Customer being placed on a mandatory general service rate. The Company may waive the mandatory rate requirements if:

- The Customer provides a three-month written notice prior to the transitory demand; a.
- The period of transitory demand shall not exceed fourteen consecutive days; b.
- The annual frequency of transitory demands shall not exceed two with at least 90 days separation; c.
- d. The transitory demand is not expected to cause the Company to incur additional demand or other significant uncompensated costs.
- And the Company agrees. e.

MONTHLY RATES

In the months of transitory demand, the Customer will be billed on the appropriate rate as determined by the Customer's maximum demand during that billing month. In other months, Customer billing will be in accordance with the appropriate general service tariff determined by the Customer's non-transitory usage.

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January 16, 2018 February 1, 2018

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M.D.P.U. No. 72B Cancels M.D.P.U. No. 72A

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VEGETATION MANAGEMENT

RESILIENCY TREE WORK PROGRAM

1.0 Purpose

The purpose of this tariff is to provide a mechanism to recover incremental vegetation-management costs associated with the Company's Resiliency Tree Work ("RTW") program, as approved by the Department of Public Utilities ("Department") in D.P.U. 22-22. The RTW Program is a component of the Company's Vegetation Management Program designed to reduce the number and duration of service interruptions caused by trees to assist in maintaining a safe and reliable electric distribution system. The RTW Program is conducted in accordance with best practice for utility line clearance standards.

2.0 Applicability

The Resiliency Tree Work Factor ("RTWF") shall be a per kilowatt-hour ("kWh") rate applicable to all electricity, measured in kWh, delivered by the Company to customers taking service under its distribution rate schedules. For billing purposes in Eastern Massachusetts, the RTWF shall be included in the Distribution Charge.

3.0 Effective Date

The date on which the annual RTWF becomes effective shall be the first day of January of each calendar year, unless otherwise ordered by the Department. The Company shall submit filings under this tariff as outlined in Section 7.0.

4.0 <u>Definitions</u>

- (a) <u>Incremental RTW Expense</u> is the operation and maintenance ("O&M") expense incurred by the Company through December 31, 2022 as a result of implementing its RTW Program for expenses that exceed the Company's total test year RTW expense included in base rates set in D.P.U. 17-05, as set forth in Section 5.0 plus
- (b) <u>Maintenance of Enhanced Tree Trimming ("METT")</u> refers to pruning completed in accordance with the Enhanced Tree Trimming specification in which the clearance above the wire zone is a minimum of 15 feet and side clearance at 10 feet.
- (c) <u>Mid-Cycle Pruning</u> refers to the targeted pruning of sections of distribution backbone and selected laterals to address areas experiencing tree related outages, outside of the Scheduled Maintenance Trimming. This can include pruning of limbs, the targeted removal of risk and hazard trees causing tree-related outage trends, any unplanned, non-outage, tree work performed to address a vegetation condition that poses an imminent threat of an interruption, and the cutting and/or clearing of trees and limbs that have caused an interruption of service.

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VEGETATION MANAGEMENT

RESILIENCY TREE WORK PROGRAM

<u>Municipal Hazard Tree Removal Pilot</u> refers to a program that engages municipalities to develop municipality-specific plans that identify and remove hazard trees focused on storm resiliency outside the Company's base vegetation management plan.

- (d) Resiliency Tree Work ("RTW") Pruning refers to pruning per a specification applied to circuits that are considered "at risk" for reliability. RTW specifications are 15 feet to the side of the wire and 25 feet above the wire.
- (e) Resiliency Tree Removals refers to the targeted removal of risk and hazard trees. Risk trees, in addition to visibly dead or dying trees, are trees that exhibit signs of decay, insect damage, or structural deformities. Risk trees also include incompatible species, such as small-diameter trees and especially fast growing weed trees, which are located underneath the distribution lines. Hazard trees are sufficiently large enough to cause damage if fallen; have a target should the tree fall; and have conditions that make it likely the tree will fall.

5.0 Base RTW Expense

Base RTW Expense shall be the amount of RTW expense included in base rates approved by the Department in D.P.U. 17-05. The total RTW expense included in base rates shall be adjusted annually based in accordance with the adjustment calculated for the Performance Based Revenue Adjustment Mechanism set forth in M.D.P.U. No. 59. The amount of RTW expense included in base rates approved in D.P.U. 17-05 is as follows:

RTW Program Expense Categories	RTW Expense Included in Base Rates
Mid-Cycle Pruning	\$1,943,800
METT/RTW Pruning	\$10,510,288
Tree Removals	None
Total	\$12,454,088

The Company shall recover costs associated with the Incremental RTW Expense in base distribution rates effective on January 1, 2023. Incremental RTW Expense is subject to reconciliation for prior-period costs incurred through December 31, 2022 as defined by Section 6.0.

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M.D.P.U. No. 72B Cancels M.D.P.U. No. 72A

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VEGETATION MANAGEMENT

RESILIENCY TREE WORK PROGRAM

6.0 RTWF Formula

 $RTWF_C = [(IRTW + MHAZ + PPRA)*LA]/FkWh_C$

Where:

 $RTWF_C =$ The annual Resiliency Tree Work Factor by Rate Class Group

Recovery Year = The twelve-month period the RTWF will be in effect;

Prior Year = The twelve-month period prior to the Recovery Year;

IRTW = Incremental RTW Expenses, as defined in Section 4.0, directly attributable to the

RTW Program incurred or estimated to be incurred in the Prior Year plus carrying

charges at the prime rate as published by the Wall Street Journal;

MHAZ = Expenses directly attributable to the Municipal Hazard Tree Removal Pilot, as

defined in Section 4.0, incurred or estimated to be incurred in the Prior Year plus

carrying charges at the prime rate as published by the Wall Street Journal;

PPRA = Prior Period Reconciliation Adjustment is the difference between the IRTW plus

MHAZ and the billed revenue from the RTWF. The PPRA shall include carrying charges at the prime rate as published by the *Wall Street Journal*. PPRA in the first

annual filing shall include costs associated with the 2017 RTW Pilot.

LA_C= Labor Allocator by Rate Class Group as shown below;

FkWh_C= Forecast kWh by Rate Class Group for the Recovery Year;

c = Rate Class Group

Rate Class Group	Labor Allocator
Residential	54.757%
Small General Service/Streetlights	22.743%
Medium General Service	12.779%
Large General Service	9.720%
Total	100.000%

The effective rates for the RTWF shall be as referenced in M.D.P.U. No. 1, as in effect from time to time.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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VEGETATION MANAGEMENT

RESILIENCY TREE WORK PROGRAM

7.0 Information to be filed with the Department

The Company shall make a RTWF filing by September 15th of each year. Such filing shall include reconciliation of data for prior periods as appropriate along with necessary supporting documentation. The Company will include information sufficient to demonstrate that the actual costs included for recovery in the RTWF are incremental to those recovered in base rates and are directly associated with the Vegetation Management RTW Program, as approved in D.P.U. 17-05 and D.P.U. 22-22. In accordance with the Department's directives in D.P.U. 22-22, the Company will submit information on its enhanced vegetation management initiative, including but not limited to costs, benefits, and contribution to reliability improvements, in each annual filing.

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President

File

F

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 74E Cancels M.D.P.U. No. 74D

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

1.0 Purpose

The operation of the SMART provision is pursuant to the Solar Massachusetts Renewable Target ("SMART") Program regulations at 225 CMR 20.00 promulgated pursuant to Chapter 75 of the Acts of 2016, as applicable to Solar Tariff Generation Units that have received a Statement of Qualification from the Massachusetts Department of Energy Resources. The SMART provision provides for: (1) Incentive Payments for RPS Class I Renewable Generation Attributes and/or Environmental Attributes produced by a Solar Tariff Generation Unit; (2) Alternative On-Bill Credits for energy generated by an Alternative On-Bill Credit Generation Unit; (3) the basis upon which Incentive Payments and Alternative On-Bill Credits are determined; and (4) the recovery of any such Incentive Payments, Alternative On-Bill Credits, and incremental administrative costs associated with the implementation and operation of the SMART Program.

2.0 <u>Definitions</u>

As used throughout this tariff, the following terms shall have the definitions set forth in this Definitions section.

- 2.1 <u>Alternative On-Bill Credit ("AOBC")</u> shall mean the value of the net excess electricity generated and fed back to the Company by an AOBC Generation Unit on a monthly basis, calculated pursuant to Section 10.0 below.
- 2.2 <u>AOBC Generation Unit</u> shall mean a Standalone STGU that is eligible for an AOBC pursuant to the SMART provision and is not compensated for energy generated pursuant to 220 CMR 8.00 or 220 CMR 18.00.
- 2.3 <u>AOBC Payment/Credit Form</u> shall mean a paper or electronic form provided by the Company on which the Owner or Authorized Agent must provide, prior to the Commercial Operation Date of the STGU, all required information for the Company to process the transfer of AOBCs. The Owner or Authorized Agent shall provide the AOBC Payment/Credit Form directly to the Company and the SPA. The AOBC Payment/Credit Form will be established and published by the Company from time to time on its website. The AOBC Payment/Credit Form may be updated no more than two times during a 12-month period, unless allowed by the Company to be updated more frequently.

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

- 2.4 <u>Authorized Agent</u> shall mean a person or entity that serves under an agreement entered into by each of the Owners of a STGU for all dealings with the DOER and the Company.
- 2.5 <u>Avoided Energy Supply Component ("AESC") Study</u> refers to the study sponsored by electric and gas utilities and energy efficiency program administrators in support of the Company's energy efficiency plans.
- 2.6 <u>Company</u> shall mean NSTAR Electric Company d/b/a Eversource Energy.
- 2.7 <u>Commercial Operation Date</u> shall mean the date on which the Company grants permission to the STGU to operate in parallel with the Company's electric distribution system.
- 2.8 <u>Current Year</u> shall mean the 12-month period for which a SMART Factor will be in effect.
- 2.9 <u>Customer</u> shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains delivery service at a customer delivery point and who is a customer of record of the Company.
- 2.10 Department shall mean the Massachusetts Department of Public Utilities.
- 2.11 DOER shall mean the Department of Energy Resources.
- 2.12 <u>Energy Storage System ("ESS")</u> shall mean a commercially available technology that is capable of absorbing energy, storing it for a period of time and thereafter dispatching the energy, and that is co-located with a STGU that has qualified for the Energy Storage Adder pursuant to 225 CMR 20.07(4)(c).
- 2.13 <u>Environmental Attributes</u> shall mean all GIS Certificates and any other environmental benefits associated with the energy generation of a STGU.
- 2.14 <u>Forward Capacity Market ("FCM")</u> means the long-term wholesale electricity market, administered by ISO-NE, that assures resource adequacy, locally and systemwide. Capacity resources may be new or existing resources, and include supply from generators, import capacity, or demand resources.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

- 2.15 Generation Attribute shall mean a Generation Attribute, as defined in 225 CMR 14.02.
- 2.16 <u>GIS Certificate</u> shall mean an electronic record produced by the NEPOOL GIS that identifies Generation Attributes of each Megawatt-hour (MWh) accounted for in the NEPOOL GIS.
- 2.17 <u>Incentive Payment</u> shall mean the payment to a STGU, including an AOBC Generation Unit, for RPS class I Renewable Generation Attributes and/or Environmental Attributes produced by these units, calculated pursuant to Section 7.0 below.
- 2.18 <u>Incentive Payment Effective Date</u> shall mean the earliest date on or after the Commercial Operation Date on which electrical energy output of a STGU can result in the creation of RPS Class I Renewable Generation Attributes and also be eligible to begin receiving Incentive Payments.
- 2.19 <u>Incentive Payment/Credit Form</u> shall mean a form or online application provided by the Company and submitted by the Owner or Authorized Agent prior to the Commercial Operation Date of the STGU. The Owner or Authorized Agent shall provide the Incentive Payment/Credit Form directly to the SPA. The Incentive Payment/Credit Form will be established and published by the Company from time to time on its website.
- 2.20 <u>ISO-NE</u> 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.
- 2.21 <u>Market Revenue</u> shall mean (1) the market value or the net proceeds from the sale or use of the RPS Class I Renewable Generation Attributes and/or Environmental Attributes procured pursuant to the SMART provision; (2) net proceeds received from ISO-NE for the sale of energy generated by AOBC Generation Units or the market value of the energy generated by AOBC Generation Units used by the Company for Basic Service; (3) net proceeds received from ISO-NE for participation in the ISO-NE FCM by AOBC Generation Units; and (4) payments received under the Buyout Option described in

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

Section 6.3.5. The market value of RPS Class I Renewable Generation Attributes and/or Environmental Attributes procured pursuant to the SMART provision and used by the Company shall be determined from actual sales or purchases, and/or recent quotes from market participants. For net proceeds received as a result of the Company's participation in the FCM, amounts shall be included in the annual SMART Factor as follows: (1) 80 percent of the net proceeds under Option 1 pursuant to Section 6.3.4(1); and (2) 100 percent of the net proceeds under Option 2 pursuant to Section 6.3.4(2).

- 2.22 <u>NEPOOL GIS</u> shall mean the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by the New England Power Pool, its designee or successor entity, that accounts for Generation Attributes of electrical energy consumed and generated within, imported into, or exported from the ISO-NE Control Area.
- 2.23 On-Site Load shall mean any new or existing electric load located at the site of a STGU including any parasitic load that may result from the installation of the STGU, and that is wired to receive a portion of the electrical energy output from the STGU before the balance of such output passes through the STGU's metered interconnection onto the electric distribution system.
- 2.24 Owner shall mean any person or entity that, alone or in conjunction with others, has legal ownership of a STGU.
- 2.25 <u>Prior Year</u> shall mean a 12-month period prior to the Current Year.
- 2.26 Qualifying Facility ("QF") shall mean a Qualifying Facility, as defined by the Department in 220 CMR 8.02.
- 2.27 <u>RPS shall mean the Massachusetts Renewable Portfolio Standard established in Mass. Gen. Laws c. 25A, § 11F.</u>
- 2.28 <u>RPS Class I Renewable Generation Attribute</u> shall mean a RPS Class I Renewable Generation Attribute as defined in 225 CMR 14.02.

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- 2.29 <u>Solar Program Administrator ("SPA")</u> shall mean the qualified entity selected by the electric distribution companies to facilitate the SMART Program.
- 2.30 Solar Tariff Generation Unit ("STGU") shall mean a Generation Unit, as defined in 225 CMR 14.02 and 225 CMR 20.02, that generates electricity using solar photovoltaic technology and meets all of the eligibility criteria set forth in 225 CMR 20.05 and 225 CMR 20.06 and has received a Statement of Qualification.
- 2.31 <u>Standalone STGU</u> shall mean a STGU that serves no associated On-Site Load other than parasitic or station load utilized to operate the Generation Unit.
- 2.32 <u>Statement of Qualification</u> shall mean a document issued by the DOER that qualifies a STGU to participate in the SMART Program pursuant to 225 CMR 20.00.

3.0 Availability

Incentive Payments and, as applicable, AOBCs provided under this SMART provision are available to the Owner or Authorized Agent of a STGU that has received a Statement of Qualification from the DOER, has met all eligibility requirements from 225 CMR 20.00, has a total installed capacity of less than or equal to five megawatts (measured in megawatts ("MW") AC), and is interconnected to the Company's electric distribution system. The Base Compensation Rates, which form the basis for Incentive Payments, are established by capacity blocks as shown in Appendix A. Other than STGUs selected under the one-time competitive procurement described in 225 CMR 20.07(3), no STGU shall be eligible to qualify in the Company's first capacity block unless it has a capacity equal to or less than one megawatt or is eligible to receive a Compensation Rate Adder (special rate adders specific to certain types of STGUs). Applications will be accepted on a first-come first-served basis.

Each Standalone STGU may be metered by the Company through a single metering point. All other STGUs must be separately metered by the Company for the purpose of measuring energy generated by the STGU, with the Company's metering installed behind the Customer's service meter. All STGUs must be electrically separate, and separately metered per Section 5.0, below, from any other existing electricity generating unit, whether taking service under the SMART provision or not.

Incentive Payments and, as applicable, AOBCs provided under this SMART provision are available to the Owner or Authorized Agent of Eligible STGUs installed on distribution infrastructure served, but

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not owned, by the Company, provided that (1) there is a Customer associated with the distribution infrastructure served by the Company; and (2) the STGU shall also comply with the requirements in Section 6.0, below.

4.0 Other Tariff Applicability

All Customers must comply with the Company's Standards for Interconnection of Distributed Generation tariff ("Interconnection Tariff") and the Terms and Conditions for Distribution Service, as may be amended from time to time.

STGUs that are served on the Company's Net Metering tariff pursuant to 220 CMR 18.00 or Power Purchase tariff pursuant to 220 CMR 8.00 will receive Incentive Payments pursuant to the SMART provision. The terms and conditions regarding the calculation and distribution of net metering credits or payments for purchased power are governed by the provisions of the applicable tariff.

5.0 **Metering**

The Company will own, install, and maintain a meter on each STGU that complies with the metering standards applicable to the size of the STGU as defined in the Company's Interconnection Tariff or as required by ISO-NE for registration as a settlement only generator. Monthly readings obtained from the meter will be used to determine Incentive Payments pursuant to Section 7.0 below. The Company must be provided adequate access to read the meter(s), and to install, repair, maintain, and replace the meter(s), if applicable. During the interconnection process, the Company will assess the Owner, Authorized Agent, or their designee of a STGU a charge for the installed cost of the meter, including necessary metering equipment (e.g., instrument transformers, communication equipment). An ESS co-located with a STGU greater than 60 kW may require separate metering, and during the interconnection process, the Company will assess a charge to the Owner, Authorized Agent or their designee for the installed cost of the meter, including necessary metering equipment (e.g., instrument transformers, communication equipment), if installed.

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6.0 Conditions for Participation

Owners or Authorized Agents of a STGU must demonstrate compliance with the following conditions prior to receiving Incentive Payments and AOBCs, if applicable. Incentive Payments and AOBCs will be applied on a prospective basis only after all of the following conditions have been met.

- 6.1 The Owner must obtain the Company's written authority to interconnect and operate in parallel with the Company's electric distribution system.
- 6.2 The Owner must provide final approval of a Statement of Qualification from the DOER for systems that have been constructed within the required timeline. This may be provided directly to the Company by the SPA with the permission of the Owner.
- 6.3 During the period of time in which the STGU is receiving Incentive Payments pursuant to Section 7.0, the Company shall have the irrevocable rights and title to the RPS Class I Renewable Generation Attributes and/or Environmental Attributes of all STGUs. In addition, for those units that are also AOBC Generation Units, the Company will also have irrevocable rights and title to the energy and any market products associated with the sale of energy or energy services produced by the AOBC Generation Unit.
 - 6.3.1 RPS Class I Renewable Generation Attributes in the form of Renewable Energy Certificates ("RECs") must be delivered to the Company's appropriate NEPOOL-GIS account. For STGUs greater than 60 kW, and that are not connected behind a meter measuring On Site Load, this will be accomplished through either the Company or the Owner registering the STGU with the NEPOOL-GIS and enrolling in a Forward Certificate Transfer of RECs to the appropriate Company NEPOOL-GIS account for the term of enrollment in this tariff. If the Owner is required to register the STGU and enroll in a Forward Certificate Transfer, evidence of such enrollment will be collected by the Company.
 - 6.3.2 STGUs that are 60 kW or smaller, and those that are greater than 60 kW and are connected behind a meter measuring On Site Load, shall provide all necessary information to, and cooperate with, the Company to enable the Company to obtain the appropriate asset identification for reporting generation to the NEPOOL-GIS

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for the creation of RECs and direct all RECs from the STGU to the Company's appropriate NEPOOL-GIS account. The Owner or Authorized Agent shall provide approvals or assignments, including, but not limited to, completing the Company's Renewable Energy Certificate Assignment and Aggregation Form, to facilitate the STGU's participation in asset aggregation or other model of asset registration and reporting for the period of time in which the STGU is receiving Incentive Payments pursuant to Section 7.0. This form will be collected by the SPA and provided to the Company.

6.3.3 Energy: Energy produced by AOBC Generation Units must be delivered to the Company in the Company's ISO–NE load zone at the delivery node associated with the STGU. As requested by the Company or ISO-NE, the Owner or Authorized Agent shall provide all necessary information as well as follow all requirements for all applicable market rules needed to establish as a settlement only generator. The Company will report all exported power from any AOBC Generation Unit greater than 60 kW to ISO-NE as a settlement only generator and will include such energy settlement revenue in the Company's annual SMART reconciliation. If the Company elects to register any AOBC Generation Unit less than or equal to 60 kW, the associated energy settlement revenue shall also be included in the Company's annual SMART reconciliation.

6.3.4 Capacity:

- (1) The Company does not hold title to the capacity associated with an ESS that is paired with an AOBC Generation Unit.
- (2) Except as consistent with the Company's Power Purchase and Net Metering tariffs, title to the capacity rights associated with an AOBC Generation Unit will automatically transfer to the Company upon enrollment in the SMART Program by the AOBC Generating Unit and the Company shall participate in the FCM with respect to capacity to which the Company has title under one of the following options:
 - (a) qualifying and bidding the capacity into the ISO-NE FCM to

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obtain a capacity supply obligation as defined by ISO-NE ("Option 1"); or

- (b) registering for performance incentive payments under the ISO-NE FCM Pay-for-Performance Project ("Option 2").
- (3) The Company will be exempt from the requirement to participate in the FCM with respect to the capacity for a specific AOBC Generation Unit if the facility cannot be qualified for the ISO-NE FCM due to circumstances outside of the Company's control, and the Company can demonstrate that it made reasonable efforts to mitigate the issues preventing qualification.
- (4) Cooperation and Qualification of AOBC Generation Units for participation in the ISO-NE FCM. Consistent with Section 6.3.4 and Section 6.3.5, if requested by the Company, the Owner or Authorized Agent of an AOBC Generation Unit shall take all commercially reasonable means necessary to cooperate with the Company to qualify an AOBC Generation Unit for participation in the ISO-NE FCM.

If the Company has already participated in the ISO-NE FCM by qualifying and bidding the associated capacity for an existing AOBC Generation Unit that becomes an Eligible Facility as a result of being retrofitted with an ESS and subsequently exercises the Buyout Option, the Company shall transfer any associated capacity supply obligation, as defined by ISO-NE, to the facility owner upon receipt of full payment of the buyout.

The owner of an Eligible Facility electing the Buyout Option must make payment to the Company not later than 15 business days after the owner submits written notice of intent to exercise the Buyout Option to the Company. Within 15 business days after the Distribution Company receives the full buyout payment, it must provide the owner of the Eligible Facility with all necessary documents to transfer the title to the capacity rights to the owner.

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- Buyout Option: The owner of an AOBC Generation Unit paired with an ESS 6.3.5 ("Eligible Facility") shall have a one-time option to purchase the capacity rights of such Eligible Facility from the Company ("Buyout Option"). Such Buyout Option may be exercised by these facility owners under the following conditions:
 - (1) for new Eligible Facilities enrolled in the SMART Program under the provisions of this tariff on or after February 1, 2019, any time after the filing of an interconnection application and before the Company issues an authorization to interconnect;
 - **(2)** for existing Eligible Facilities enrolled in the SMART Program under the provisions of this tariff before February 1, 2019, at any time unless the Company either (a) has submitted a Show of Interest, as defined by ISO-NE, thereby beginning the process of qualifying the resource in the ISO-NE FCM or (b) has successfully qualified the resource in the ISO-NE FCM for the current qualification period; and
 - (3) for existing Eligible Facilities enrolled in the SMART Program under the provisions of this tariff before February 1, 2019 that retrofit with an ESS, after the filing of a revised interconnection application and before the Company issues a new authorization to interconnect.
- It is the responsibility of the Owner or the Authorized Agent to ensure that billing account information of the designated recipients of AOBCs and information necessary for distribution of Incentive Payments is accurately reflected on the AOBC Payment/Credit Form and provided on any forms required for taxpayer identification and reporting. AOBCs that cannot be applied to recipient accounts because of inaccurate information will remain on the STGU's account and will be carried forward to subsequent billing months subject to Section 10.0 regarding the Company's option to pay a lump sum amount. Changes to the Incentive Payment/Credit Form and/or AOBC Payment/Credit Form must be received by the Company at least 15 days prior to the next billing date of the STGU or the AOBC recipient, as applicable, to be reflected in the next billing period. Incentive

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Payments that cannot be paid to an Owner due to inaccurate or incomplete records will be available for 90 calendar days, after which they will be forfeited.

7.0 <u>Calculation of Incentive Payments</u>

Incentive Payments to STGUs will be in accordance with the formula specified in 225 CMR 20.08 and will be calculated for each monthly billing period as follows:

IP = (BCR + CRA - GS - VOE) * kWhgen

Where

IP = Incentive Payment.

BCR = Base Compensation Rate applicable to the STGU as specified in the STGU's Statement of Qualification. The Base Compensation Rates by capacity block are provided in Appendix A.

CRA = Compensation Rate Adder applicable to the STGU as specified in the STGU's Statement of Qualification.

GS = Greenfield Subtractor applicable to the STGU as specified in the STGU's Statement of Qualification.

kWhgen = kWh generated during the billing period. For STGUs, kWhgen will be measured after the reduction for parasitic or station load.

VOE = Value of Energy, determined as set forth below

- (1) For Standalone STGUs that are net metered pursuant to the Company's Net Metering tariff, the VOE will be the applicable net metering credit.
- (2) For Standalone STGUs that are QFs or On-site Generating Facilities pursuant to 220 CMR 8.00 but are not net metered pursuant to the Company's Net Metering tariff, the VOE will be the rate applicable under the Company's Power Purchase tariff.

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- (3) For STGUs that are located behind the Customer's electric service meter and have On-Site Load other than parasitic or station load, the VOE will be the sum of the current applicable distribution kWh charge, transmission kWh charge, transition kWh charge, and the average of the Basic Service kWh charge for the three calendar years immediately preceding the year in which the Statement of Qualification is issued. For purposes of this tariff, a Customer's current applicable distribution kWh charge, transmission kWh charge, and transition kWh charge will be those charges in effect applicable to the Customer during the previous calendar year. The VOE applicable to the STGU will be specified on the Statement of Qualification, as provided by the Company in Appendix A to this tariff and will not change during the period of time during which the STGU is receiving Incentive Payments pursuant to Section 7.0, unless directed to change by DOER.
- (4) For AOBC Generation Units, the VOE will be equal to the Basic Service rate applicable to the AOBC Generation Unit's rate class in effect during the billing period, as established by the Company's Basic Service tariff.
- (5) Base Compensation Rates and, if applicable, Compensation Rate Adders, and/or Greenfield Subtractors are determined as authorized in the Statement of Qualification, and those rates will not change during the period of time in which the STGU is receiving Incentive Payment pursuant to Section 7.0 unless as directed by the DOER, SPA or the Department. The applicable distribution, transmission and transition charges, and the three-year average of Basic Service rates will change once annually in Appendix A to this tariff.

8.0 <u>Distribution of Incentive Payments</u>

The Company will disburse Incentive Payments, in the form of a paper or electronic check as specified on the Incentive Payment/Credit Form or AOBC Payment/Credit Form, to the STGU's Owner or Authorized Agent. If the Incentive Payment is disbursed to an Authorized Agent, the Owner must indicate on the applicable Payment/Credit Form.

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9.0 Calculation of Buyout Payment

The Buyout Payment for the option pursuant to in Section 6.3.5 shall be calculated as follows:

ACF = [FNC * CCR * (60% * CP) * (80%) * SE] - ADM

Buyout Payment = Net Present Value of ACF

where

ACF = Annual Cash Flow, determined based on a discount rate of 10 percent and

a term of 20 years less the time the Eligible Facility has participated in the

SMART Program

FNC = Facility Nameplate Capacity of the inverter using an AC rating

CCR= Capacity Contribution Rate of 31.8%, initially, and as updated in each year

ISO-NE issues a new Report of Capacity, Energy, Loads, and

Transmission (CELT)

CP = Capacity Price based on the levelized 15-year forecast of capacity prices

under the AESC Study, updated in any year a new final AESC Study is

issued

SE = 4 months of annual solar eligibility in the ISO-NE FCM

ADM = estimated long-term costs incurred by the Company in the administration

of participation in the ISO-NE FCM, calculated at \$1,300/MW and

escalated at two percent per year

If actual Administrative Costs differ significantly from those included in the Buyout Payment, the Company shall petition the Department for a revision to the Buyout Payment formula to more accurately reflect actual administrative costs.

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10.0 Alternative On-Bill Credits

The AOBCs shall be the VOE of the AOBC Generation Unit as specified in Section 7.0(4), above multiplied by the total kilowatt-hours (kWh) during a billing period for any Standalone STGU which elects to enroll as an AOBC Generation Unit. The AOBCs will be applied to the single billing account associated with the AOBC Generation Unit.

The Owner of the AOBC Generation Unit must complete an Incentive Payment/Credit Form and AOBC Payment/Credit Form indicating how the AOBCs are to be transferred to other Customer accounts in the Company's service area. AOBCs may be transferred across ISO-NE load zones within the Company's Eastern Massachusetts service territory. AOBCs may not be transferred from the Company's Eastern Massachusetts service territory to its Western Massachusetts service territory or vice versa. The Company shall not transfer AOBCs without a completed Incentive Payment/Credit Form and AOBC Payment/Credit Form. Such allocations are allowed up to two decimal places and the AOBC Payment/Credit Form will not be considered complete unless allocations correctly total 100 percent and there are no billing account number or customer name errors. At its option, the Company may increase the number of decimal places on the AOBC Payment/Credit Form once there is automation of AOBCs, if it does not place an undue burden on the Company.

At its option, the Company may pay a designated recipient, in a lump sum amount, any AOBC remaining on the AOBC Generation Unit billing account at the end of a 12-month period ending March 31, adjusted by the ratio of the average ISO-NE Locational Marginal Pricing rate that was realized by the settlement of the output of STGUs with ISO-NE over the course of the year divided by the average Basic Service rate for the 12-month period.

11.0 Term of Tariff

All STGUs with capacities larger than 25 kW AC will be eligible to receive compensation under this tariff for 20 years from the STGU's Incentive Payment Effective Date. All STGUs with capacities less than or equal to 25 kW AC will be eligible to receive compensation under this tariff for 10 years from the STGU's Incentive Payment Effective Date. This tariff will remain in effect until the costs incurred to administer the SMART Program have been fully recovered through the SMART Factors and termination of this tariff has been granted by the Department.

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12.0 Applicability of SMART Factor

The SMART Factor, as defined herein, shall be determined in accordance with Section 14.0 below, subject to the Department's review and approval. The SMART Factor shall be applied to all bills issued by the Company, shall be assessed to the billed kWh of all retail delivery service customers, and will be identified as "Distributed Solar Charge" on customer bills.

Prior to January 1, 2020, the SMART Factor will apply to the billed kWh of Customers with a STGU. By January 1, 2020, Customers with a STGU will be billed the SMART Factor assessed to the sum of the net kWh recorded on the STGU production meter and the net kWh recorded on the Customer's revenue meter, or by a different date after January 1, 2019 as approved by the Department.

13.0 **SMART Factor Effective Date**

The SMART Factor shall be effective January 1 of each year, unless otherwise ordered by the Department.

14.0 <u>Calculation of SMART Factor</u>

The SMART Factor, as defined herein, shall be determined in accordance with this Section in the form of a volumetric charge that varies by rate class, subject to the Department's review and approval. Costs that are ineligible for recovery through the SMART Factor include, but are not limited to: (1) SPA costs, and (2) overhead and burdens operations and maintenance ("O&M") expenses, unless the Department approves such expenses. Capitalized overhead and burdens are eligible for recovery provided the associated expenses meet the requirements of the test referenced in Section 16.0. The SMART Factor recovers the annual incremental costs that the Company incurs during the applicable 12-month period associated with the SMART Program. The SMART Factor shall include estimated Incentive Payments, AOBCs, and Market Revenue. The Company will reflect actual Incentive Payments, AOBCs, and Market Revenue, along with actual incremental administrative costs, in determining the amount it has under or over-recovered through the applicable year's SMART Factor.

The SMART Factor shall be calculated as follows:

 $SFxs = (IPx + ABCx - MRx + ADMx-1 + RAx-1) * DRAs \div FkWhxs$

Where

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x = The Current Year.

s = A separate value for each rate class group.

SFxs = The SMART Factor for the Current Year for each rate class group.

IPx = Estimated Incentive Payments issued in the Current Year.

ABCx = Estimated Alternative On-Bill Credits issued in the Current Year.

MRx = Estimated Market Revenue in the Current Year.

ADMx-1 = The incremental capital and O&M administrative cost the Company incurred in the Prior Year necessary to meet SMART Program objectives, including, but not limited to, billing system improvements, and additional personnel required for ongoing operations and those costs solely attributable to participation in the ISO-NE FCM as described in Section 6.3.4 and Section 6.3.5. Incremental administrative costs include the revenue requirement associated with cumulative capital improvements placed in service up through the Prior Year.

RA = The Reconciliation Amount is the sum of (a) the difference between (1) the actual IP, ABC, and MR incurred in the Prior Year plus incremental administrative costs approved for recovery in prior years; and (2) the amount of SF revenue billed by the Company during the Prior Year. Interest shall be applied to the reconciling balance at the Prime Rate as reported by the Wall Street Journal.

DRA = The Distribution Revenue Allocator percentage for each rate class group.

FkWhxs = Forecasted kWh for each rate class group for the Current Year.

The Distribution Revenue Allocator shall be derived from the Company's most recent general rate case as approved by the Department and shall be as follows by rate class group:

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Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

Interim SMART Factor Adjustments

If at any time during the year, the annual SMART Program costs are ten percent above or below the costs the Company is recovering through its SMART Factor, the Company may petition the Department for an interim adjustment prior to its next scheduled SMART Factor filing.

15.0 <u>Determination of Incremental Administrative Cost</u>

To be eligible for inclusion as an incremental administrative cost recoverable through the SMART factor, the Company shall demonstrate that all O&M expenses incurred in the performance of SMART Program activities and proposed for recovery through the SMART factor are:

- (1) incremental to the representative level of O&M expenses recovered through all other rates billed by the Company to its customers; and
- (2) directly related to SMART Program activities.

The Company shall apply these thresholds to all O&M expenses for which it seeks recovery for Department review in annual SMART Factor filings.

16.0 Overhead and Burden Adjustments

The Company will perform an overhead and burdens test to demonstrate that actual overhead and burdens costs charged to SMART Program capital projects are incremental to amounts recovered in base distribution rates and other reconciling mechanisms. This test shall compare the actual O&M overhead and burdens and the amount included in base distribution rates in each year. If the actual O&M overhead and burdens exceed the amount included in base distribution rates, capitalized overheads and burdens recovered through a reconciling rate shall be reduced by the amount of the excess. The Company shall

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determine whether such reduction is required for all reconciling mechanisms that require such a determination once each year, and the determination shall be included in the Company's annual Grid Modernization Plan cost recovery filing. In addition, the percentage of capitalized overhead and burdens assigned to SMART Program capital projects shall be set equal to the ratio of SMART Program costs to total direct costs in any given year.

17.0 Filing of SMART Factors for Department Approval

Changes to the SMART Factors shall be filed with the Department at least 60 days prior to January 1. Such filing shall include the reconciliation of the amount recoverable through prior SMART Factors, as appropriate, and include supporting calculations for estimated Incentive Payments and describe any cost variances as defined in the Company's project authorization policies.

18.0 Additional Terms and Conditions of Service

- Cooperation and Qualification of STGUs for Other Programs, Incentives, and Markets. Consistent with Section 6.3, if requested by the Company, the Owner or Authorized Agent of an enrolled STGU shall take all commercially reasonable means necessary, and pay any costs or fees associated with such actions, to cooperate with the Company to qualify a STGU for other available federal, state, regional, local, and voluntary programs, incentives, and/or markets that would increase the value or marketability of the STGU's products and attributes including but not limited to registering the STGU with other states in order to qualify for such states' RPS or similar program(s). Such Owner or Authorized Agent shall comply with all rules of such programs, incentives, and markets including, without limitation, rules that relate to the creation, tracking, recording, and transfer of all Environmental Attributes that are to be transferred under this tariff.
- 18.2 <u>Non-Compliance.</u> The Owner or Authorized Agent of a STGU shall comply with the provisions of this tariff through the end of the period during which the STGU is eligible to receive Incentive Payments pursuant to Section 7.0. Only the STGU described on the Statement of Qualification is eligible to participate under this tariff. In no event shall a STGU's nameplate capacity exceed what is allowed by the Statement of Qualification. If a STGU exceeds the nameplate capacity allowed by the Statement of Qualification, or the Company determines that an Owner or Authorized Agent has violated the terms and

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conditions of this tariff, the Company will report the non-compliance immediately to the DOER, and the DOER shall issue a notice of non-compliance to the Owner or Authorized Agent and to the Company. Upon receipt of a notice of non-compliance from the DOER, the Company may suspend payment of Incentive Payments and AOBCs, if applicable, and/or take other action as required the DOER until such time as the non-compliance has been remedied.

Neither the Company nor the Owner or Authorized Agent shall be deemed in noncompliance for failure or delay in the performance of any obligation under the tariff if and to the extent that such delay or failure is due to a Force Majeure Event. A Force Majeure Event shall mean any cause beyond the reasonable control of, and not due to the fault or negligence of, the Company or the Owner or Authorized Agent and which could not have been avoided by exercising commercially reasonable efforts ,including, as applicable, acts of war or terrorism, public disorder, insurrection or rebellion, embargo or national emergency; curtailment of electric distribution services; flood, hurricane, windstorm, tornado, earthquake, or other acts of God; explosion or fire; strikes, lockouts, or other labor disturbances (whether among employees of the Company or the Owner or Authorized Agent, its suppliers, contractors, or others); delays, failure, and/or refusal of suppliers to supply materials or services; orders, acts or omissions of the NEPOOL GIS Administrator, as applicable; embargoes; sabotage; or any other cause of like or different kind, beyond the reasonable control of the Company or the Owner or Authorized Agent. Notwithstanding the foregoing, a Force Majeure Event shall not be based on Owner's ability to sell market products at a price greater than the rates applicable to the STGU or the Company's ability to purchase market products at prices below the applicable rates.

The party claiming Force Majeure shall notify the other party and the DOER of the occurrence thereof as soon as possible and shall use reasonable efforts to resume performance immediately. In no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the STGU's eligibility to receive Incentive Payments pursuant to Section 7.0.

18.3 <u>Termination Provisions.</u> The DOER has the authority to suspend or revoke Statements of Qualification. If the Owner or Authorized Agent or the Company receives confirmation from the DOER that the Owner's Statement of Qualification has been

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President

Filed: January 14, 2022

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 74E Cancels M.D.P.U. No. 74D

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

suspended or revoked, or if the Owner or Authorized Agent has failed to satisfy the Owner's obligations under this tariff, the Company may elect to terminate its obligations under this tariff. Neither the Owner or Authorized agent nor the Company may terminate their obligations under this tariff with less than 30 days' notice to the other party.

- 18.4 <u>Governing Law.</u> This tariff is governed by the provisions of 225 CMR 20.00 and Chapter 164 of the General Laws.
- 18.5 <u>Dispute Resolution.</u> Disputes shall generally be resolved in accordance with D.P.U. 17-140-A at 202-204. Neither the Company nor the Department shall be responsible for resolving disputes between the Owner of an AOBC Generation Unit and those Customers to whom the Owner is transferring AOBCs.

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

APPENDIX A

I. Base Compensation Rates

EASTERN MASSACHUSETTS										
	Base Compensation	Term								
Generation Unit Capacity	Rate Factor	Length	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6	Block 7	Block 8
Low Income ≤ 25 kW AC	230%	10-year	\$0.39100	\$0.37536	\$0.36035	\$0.34593	\$0.33209	\$0.31881	\$0.30606	\$0.29382
≤25 kW AC	200%	10-year	\$0.34000	\$0.32640	\$0.31334	\$0.30081	\$0.28878	\$0.27723	\$0.26614	\$0.25549
$>$ 25 kW, \leq 250 kW AC	150%	20-year	\$0.25500	\$0.24480	\$0.23501	\$0.22561	\$0.21658	\$0.20792	\$0.19960	\$0.19162
$> 250 \text{ kW}, \le 500 \text{ kW AC}$	125%	20-year	\$0.21250	\$0.20400	\$0.19584	\$0.18801	\$0.18049	\$0.17327	\$0.16634	\$0.15968
$> 500 \text{ kW}, \le 1,000 \text{ kW AC}$	110%	20-year	\$0.18700	\$0.17952	\$0.17234	\$0.16545	\$0.15883	\$0.15247	\$0.14638	\$0.14052
> 1,000 kW, ≤ 5,000 kW AC	100%	20-year	\$0.17000	\$0.16320	\$0.15667	\$0.15041	\$0.14439	\$0.13861	\$0.13307	\$0.12775
$> 1,000 \text{ kW}, \le 5,000 \text{ kW*}$		20-year	\$0.17000	N/A						

^{*}For Solar Tariff Generation Units selected under the one-time competitive procurement.

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

APPENDIX A

WESTERN MASSACHUSETTS										
	Base Compensation	Term								
Generation Unit Capacity	Rate Factor	Length	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6	Block 7	Block 8
Low Income ≤ 25 kW AC	230%	10-year	\$0.32862	\$0.31548	\$0.30286	\$0.29075	\$0.27912	\$0.26795	\$0.25723	\$0.24694
≤ 25 kW AC	200%	10-year	\$0.28576	\$0.27433	\$0.26336	\$0.25282	\$0.24271	\$0.23300	\$0.22368	\$0.21473
$> 25 \text{ kW}, \le 250 \text{ kW AC}$	150%	20-year	\$0.21432	\$0.20575	\$0.19752	\$0.18962	\$0.18203	\$0.17475	\$0.16776	\$0.16105
$> 250 \text{ kW}, \le 500 \text{ kW AC}$	125%	20-year	\$0.17860	\$0.17146	\$0.16460	\$0.15801	\$0.15169	\$0.14563	\$0.13980	\$0.13421
$> 500 \text{ kW}, \le 1,000 \text{ kW AC}$	110%	20-year	\$0.15717	\$0.15088	\$0.14485	\$0.13905	\$0.13349	\$0.12815	\$0.12302	\$0.11810
$> 1,000 \text{ kW}, \le 5,000 \text{ kW AC}$	100%	20-year	\$0.14288	\$0.13716	\$0.13168	\$0.12641	\$0.12135	\$0.11650	\$0.11184	\$0.10737
$> 1,000 \text{ kW}, \le 5,000 \text{ kW*}$		20-year	\$0.14288	N/A						

^{*}For Solar Tariff Generation Units selected under the one-time competitive procurement.

Notes:

Each Capacity Block shall have a minimum of 20% and a maximum of 35% of its total available capacity reserved for Solar Tariff Generation Units with nameplate capacities less than or equal to 25 kW.

Solar Tariff Generation Units that receive a capacity allocation in more than one Capacity Block will receive a blended Compensation Rate that reflects the rates applicable to both Capacity Blocks.

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APPENDIX A

II. Compensation Rate Adders

Please refer to 225 CMR 20.07(4) for currently effective Compensation Rate Adders, and to DOER's Guideline on Energy Storage at https://www.mass.gov/info-details/solar-massachusetts-renewable-target-smart-program-guidelines that provides an Energy Storage Adder calculator.

III. Sum of Applicable Distribution, Transmission, Transition, and Three-Year Average of Basic Service Rates

Rate Class	Territory/Service Area	Applicable Three-Year Average by Commercial Operation Year (¢/kWh)			
		2021	2022		
R-1/R-2	Eastern Massachusetts	21.172	22.302		
R-3/R-4	Eastern Massachusetts	20.059	21.306		
G-1 (Non-Demand)	Greater Boston	21.671	22.478		
G-1 (Demand)	Greater Boston	20.338	20.926		
G-2	Greater Boston	14.357	14.143		
G-3 (NEMA)	Greater Boston	12.559	12.038		
G-3 (SEMA)	Greater Boston	11.437	11.389		
T-1 (Closed)	Greater Boston	19.610	20.235		
T-2 (NEMA)	Greater Boston	13.039	12.629		
T-2 (SEMA)	Greater Boston	11.917	11.980		
G-0	Cambridge	18.861	19.397		
G-1	Cambridge	13.885	13.550		
G-2	Cambridge	13.568	13.013		
G-3	Cambridge	12.602	11.971		
G-4	Cambridge	13.530	13.146		
G-5 (Closed)	Cambridge	17.476	18.041		
G-6 (Closed)	Cambridge	21.625	22.032		
G-1	South Shore, Cape Cod, Martha's Vineyard	17.689	18.288		

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G-1 (Seasonal)	South Shore, Cape Cod, Martha's Vineyard	20.713	21.416		
G-2	South Shore, Cape Cod, Martha's Vineyard	13.087	13.172		
G-3	South Shore, Cape Cod, Martha's Vineyard	12.246	12.132		
G-4 (Closed)	South Shore, Cape Cod, Martha's Vineyard	15.154	15.043		
G-5 (Closed)	South Shore, Cape Cod, Martha's Vineyard	19.604	20.482		
G-6 (Closed)	South Shore, Cape Cod, Martha's Vineyard	*			
G-7	South Shore, Cape Cod, Martha's Vineyard	14.684	14.451		
G-7 (Seasonal)	South Shore, Cape Cod, Martha's Vineyard	16.974	16.815		
R-1/R-2	Western Massachusetts	19.526	20.935		
R-3/R-4	Western Massachusetts	18.464	19.984		
23 (Closed)	Western Massachusetts	17.014	16.504		
24 (Closed)	Western Massachusetts	12.621	12.395		
G-0	Western Massachusetts 12.263		12.016		
T-0	Western Massachusetts	12.201	11.950		
G-2	Western Massachusetts	husetts 11.398 11.26°			
T-4	Western Massachusetts	11.342	11.208		
T-2	Western Massachusetts	11.130	10.894		
T-5	Western Massachusetts	10.898	10.552		

IV. Basic Service Rates

Currently effective Basic Service pricing may be found at http://www.eversource.com.

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NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 75A Cancels M.D.P.U. No. 75

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2017 TAX ACT CREDIT

1.0 Purpose

The purpose of this tariff is to provide a mechanism to return to all distribution customers taking service under retail rate schedules a regulatory liability amount of \$676,643,217 over the amortization periods approved in D.P.U. 18-15 in association with the Tax Cuts and Jobs Act of 2017.

2.0 **Applicability**

The Tax Act Credit Factor ("TACF") shall be a per kilowatt-hour ("kWh") rate applicable to all electricity, measured in kWh, delivered by the Company to customers taking service under its distribution rate schedules. For billing purposes in Eastern Massachusetts, the TACF shall be included in the Distribution Charge. For billing purposes in Western Massachusetts, the TACF shall be included in the Distribution Charge on an interim basis in 2019 and listed separately no later than January 1, 2020.

To the extent any of the regulatory liability defined in Section 1.0 includes excess accumulated deferred income tax amounts ("ADIT") specifically associated with reconciling mechanisms, the Company shall return those amounts through the respective reconciling mechanism and adjust the regulatory liability amount accordingly.

3.0 **Effective Date**

The date on which the annual TACF becomes effective shall be the first day of January of each calendar year, unless otherwise ordered by the Department. The TACF shall remain in effect until the excess ADIT balance is transferred to the new rates that are established in the Company's next base rate proceeding, or unless otherwise directed by the Department.

4.0 Reconciliation

Excess ADIT may be estimated for the purpose of determining the TACF and will be subject to reconciliation once the final tax liabilities come due. Interest on the reconciling balance will accrue at the customer deposit rate.

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President

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

M.D.P.U. No. 75A Cancels M.D.P.U. No. 75

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2017 TAX ACT CREDIT

5.0 Allocation to Ratepayers

Excess ADIT to be credited to customers through the TACF shall be allocated as follows:

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

The effective rates for the TACF shall be as referenced in M.D.P.U. No. 1, as in effect from time to time.

6.0 <u>Information to be filed with the Department</u>

The Company shall make its TACF reconciliation as part of its annual reconciliation filing each year. Such filing shall include reconciliation of data for prior periods as appropriate along with supporting testimony and exhibits.

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M.D.P.U. No. 80

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ADVANCED METERING INFRASTRUCTURE

1.0 <u>APPLICABILITY</u>

This Advanced Metering Infrastructure ("AMI") tariff provides for the recovery of incremental costs associated with the Company's implementation and deployment of AMI as approved by the Department of Public Utilities (the "Department").

The Company's rates for retail Delivery Service are subject to adjustment to reflect the operation of this AMI tariff. The AMI Factor ("AMIF"), as defined herein, shall be applied to all retail delivery service kilowatt-hours ("kWhs") as determined in accordance with the provisions of Section 3.0 below. The AMIF shall be determined annually by the Company, subject to the Department's review and approval. The operation of this AMI tariff is subject to Chapter 164 of the General Laws.

2.0 **DEFINITIONS**

- 2.1 <u>Accumulated Deferred Income Taxes (ADIT)</u> means the accumulated deferred income taxes associated with the Company's cumulative Eligible Investments as of the end of the respective AMI Investment Year. For the year in which the Eligible Investment was placed into service, the accumulative deferred income taxes will be determined on a monthly basis. The accumulated deferred income taxes for subsequent years shall be calculated based upon the average the beginning and ending calendar year balances.
- 2.2 <u>Accumulated Reserve for Depreciation (ARD)</u> means the Accumulated Reserve for Depreciation, including net salvage, associated with Company's cumulative Eligible Investments as of the end of the respective AMI Investment Year. For the year in which the Eligible Investment was placed into service, the Accumulated Reserve for Depreciation will be determined on a monthly basis. The Accumulated Reserve for Depreciation for subsequent years shall be calculated based upon the average of the beginning and ending calendar year balances.
- 2.3 <u>Allowable AMI Recovery</u> is the AMI Revenue Requirement defined below in Section 2.7. Allowable AMI Recovery can be an amount to be recovered from or credited to customers.
- 2.4 <u>AMIF</u> is the Automated Metering Infrastructure Factor that recovers or credits the annual Allowable AMI Recovery beginning July 1st of each Recovery Year.

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ADVANCED METERING INFRASTRUCTURE

- 2.5 <u>AMI Investment Year</u> is the annual period beginning on January 1 and ending on December 31.
- 2.6 <u>AMI Reconciliation</u> is the difference between each year's Allowable AMI Recovery to be recovered or credited through the AMIF as approved by the Department and the billed revenue from the AMIF associated with the recovery or credit of the Allowable AMI Recovery. The AMI Reconciliation shall include interest on any balance, accrued at the same rate as that paid on customer deposits.
- 2.7 AMI Revenue Requirement is the revenue requirement associated with the Company's AMI-related plant-in-service for each AMI Investment Year prior to the Recovery Year, including cost of removal, plus Recoverable O&M Expense. For the year in which an Eligible Investment is recorded as in-service, the AMI Revenue Requirement will be calculated on a monthly basis. The AMI Revenue Requirement for subsequent years shall be calculated based upon the average of the beginning and ending calendar year balances. The AMI Revenue Requirement will be calculated to recover (1) the monthly revenue requirement for Eligible Investments recorded as in-service in the AMI Investment Year immediately prior to the Recovery Year; (2) the average annual revenue requirement for the calendar year ending December 31 of the AMI Investment Year two years prior to the Recovery Year, for cumulative Eligible Investments placed into service in the AMI Investment Years two years prior to the Recovery Year; (3) the annual revenue requirement for the Recovery Year on Eligible Investments recorded as in-service in the AMI Investment Year immediately prior to the Recovery Year; and (4) Recoverable O&M Expense.
- 2.8 Company is NSTAR Electric Company d/b/a Eversource Energy.
- 2.9 <u>Depreciation Expense (DEPR)</u> is the annual depreciation expense associated with the Company's average annual cumulative Eligible Investments placed into service through the end of the calendar year prior to the Recovery Year. For the year during which the Eligible Investment is placed into service, the Company shall calculate depreciation expense for use in the AMI Revenue Requirement by (1) dividing the annual depreciation accrual rates determined in the Company's most recent base distribution rate case by 12, and (2) applying the resulting rate to the average monthly plant balances during the year. Depreciation expense for subsequent years may be calculated based on the average of the beginning and end of year plant balances.

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- 2.10 <u>Eligible Investments</u> are the cumulative capitalized costs directly attributable to implementation of AMI recorded as in-service, including net salvage, and are used and useful at the end of the AMI Investment Year that is prior to the Recovery Year.
- 2.11 <u>Gross Plant Investments</u> are the capitalized costs of Eligible Investments recorded on the Company's books for Eligible Investments. Actual capitalized cost of Eligible Investments shall include applicable overhead and burden costs subject to the test provided in Section 4.0.
- 2.12 <u>Pre-Tax Rate of Return (PTRR)</u> shall be the after-tax weighted average cost of capital established by the Department in the Company's most recent base distribution rate case, adjusted to a pre-tax basis by using currently effective federal and state income tax rates applicable to the period for which the AMI Revenue Requirement is calculated.
- 2.13 Property Tax Expense (PTE) means the property taxes calculated based on Eligible net Investments multiplied by the Property Tax Rate. Property taxes will be excluded in the AMI Revenue Requirement in the first Recovery Year following the AMI Investment Year in which the eligible taxable plant went into service. Property taxes will be included in the AMI Revenue Requirement beginning in the second Recovery Year at 50% of the annual property tax amount. In subsequent years, the AMI Revenue Requirement will reflect a full year of property taxes.
- 2.14 <u>Property Tax Rate</u> is the Company's composite property tax rate determined in the Company's most recent base distribution rate case, calculated as the ratio of total annual property taxes paid to total taxable net plant in service.
- 2.15 <u>Rate Base (RB)</u> is the investment value upon which the Company is permitted to earn its authorized rate of return.
- 2.16 Recoverable O&M Expense (O&M) is the incremental non-recurring O&M expense that is incurred by the Company as a result of implementing AMI, incurred directly by the Company or charged to the Company by its service company, including the amortization of capitalized information systems costs billed to the Company by its affiliate and recorded by the Company as expense, the cost of which is not being recovered through another cost recovery mechanism. Recoverable O&M Expense is the actual monthly AMI-related O&M expenses incurred in the AMI Investment Year prior to the Recovery Year. Recoverable

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ADVANCED METERING INFRASTRUCTURE

O&M Expense will exclude pension and post-retirement benefits other than pension costs recovered through other reconciling mechanisms.

- 2.17 <u>Recovery Period</u> is the 12-month period during which the AMIF is in effect beginning on July 1st and ending June 30th of each year.
- 2.18 Recovery Year is the calendar year in which the AMIF becomes effective.

3.0 <u>AUTOMATED METERING INFRASTRUCTURE FACTOR ("AMIF")</u>

3.1 Rate Formula

 $AMIF_c = (AMI-ALLOW + PPRA) \times DRA_c$

FkWh_c

Where:

c Designates a separate factor for the following rate classes: [list rate

classes].

AMIF_c The Automated Metering Infrastructure Factor, by rate class, as defined

in Section 2.4.

AMI-ALLOW The Allowable AMI Recovery as defined in Section 2.3.

PPRA The AMI Reconciliation Amount as defined in Section 2.6. 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.

DRA_c The Distribution Revenue Allocator representing the percentage of final

revenue requirement allocated to each rate class as determined in the

Company's most recent general rate case as follows:

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ADVANCED METERING INFRASTRUCTURE

Rate Class Group	Distribution Revenue Allocator
Residential	53.156%
Small General Service/Streetlights	22.078%
Medium General Service	14.075%
Large General Service	10.690%
Total	100.000%

FkWh_c The forecasted kWh to be delivered to the Company's retail delivery service customers.

3.2 Request for AMIFs

The Company shall submit annually to the Department its proposed AMIFs by May 15th to become effective for usage on and after July 1st.

3.3 Application of AMIFs on Customer Bills

For billing purposes in Eastern Massachusetts, the AMIF will be included with the distribution kWh charge on customers' bills.

4.0 OVERHEAD AND BURDEN ADJUSTMENTS

For purposes of AMIF calculations, the actual overhead and burdens shall be reduced to the extent that actual O&M overhead and burdens in a given year are less than the amount included in base distribution rates as determined in the Company's most recent base distribution rate case. Such reduction shall be the difference between the actual O&M overhead and burdens and the amount included in base distribution rates.

In addition, the percentage of capitalized overhead and burdens assigned to AMIF projects shall be set equal to the ratio of AMIF to non-AMIF direct costs in any given year.

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ADVANCED METERING INFRASTRUCTURE

5.0 FILING WITH THE DEPARTMENT

5.1 Annual AMI Cost Recovery Filing

The annual AMI cost recovery filing shall be submitted to the Department by May 15th and include, but not be limited to:

- (1) Project documentation of all Eligible Investment recorded as in-service by the Company [or its affiliate] during the Prior AMI Investment Year;
- (2) Documentation supporting non-recurring O&M expense as part of Recoverable O&M Expense;
- (3) The AMI Reconciliation; and
- (4) Bill impacts.

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NSTAR ELECTRIC COMPANY 3A3B d/b/a EVERSOURCE ENERGY 3A

M.D.P.U. No.

-Cancels M.D.P.U. No.

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

I. GENERAL

A. <u>Provisions</u>

The following terms and conditions shall be a part of each Rate Schedule of Eversource Energy 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 ("M.D.P.U."). If there is a conflict between the orders or regulations of the M.D.P.U. and these Terms and Conditions, the orders or regulations of the M.D.P.U. 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.

B. Definitions

"Cambridge" shall mean the service area identified in Appendix C of these Terms and Conditions.

"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.

"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 M.D.P.U.

"Distribution Company" or "Company" shall mean NSTAR Electric Company d/b/a Eversource Energy.

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

"Eastern Massachusetts" shall mean the territory consisting of the Greater Boston, Cambridge, and South Shore, Cape Cod & Martha's Vineyard service areas.

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NSTAR ELECTRIC COMPANY

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

"Greater Boston" shall mean the service area identified in Appendix C of these Terms and Conditions.

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

"South Shore, Cape Cod & Martha's Vineyard Division" shall mean the service area identified in Appendix C of these Terms and Conditions.

"Station Service Power" shall mean the electric energy used for the heating, lighting, air-conditioning, and office equipment needs of the buildings on a generating facility's site, and for operating the electric equipment that is on the generating facility's site.

"Terms and Conditions" shall mean these Terms and Conditions for Distribution Service.

"Transmission Voltage" shall mean station service supplied by facilities rated at 69,000 volts or higher.

"Western Massachusetts" shall mean the territory consisting of the towns listed in Appendix C of these Terms and Conditions.

C. 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. <u>DISTRIBUTION SERVICE</u>

A. Rates and Tariffs

1. 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 M.D.P.U. decisions, orders, and regulations. Such Schedule of Rates, which includes these Terms and Conditions, is available for public inspection on the Company's website.

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NSTAR ELECTRIC COMPANY

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

2. 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 M.D.P.U. and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

3. <u>Modification by Company</u>

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 M.D.P.U., and available for public inspection on the Company's website.

4. 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.

5. Conditions for Station Service Accounts that may be exempt from retail rate tariffs

a. Generator's station service delivery must be supplied via a Transmission Voltage

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connection;

- b. Generator must produce power for sale at wholesale rates authorized by the Federal Energy Regulatory Commission ("FERC") (i.e., have FERC market based rates authorization, FERC cost of service rates, or other rates authorized by FERC) and the particular unit must be modeled in the ISO-NE settlement system. Generator cannot be a Qualifying Facility or Net Metering Facility selling its net electrical output to the Company under the Power Purchase or Net Metering schedules;
- c. Generator must be accepted as a market participant under ISO-NE Market Rules;

e.____

- d. Generator must procure Station Service Power from an entity other than the Company or a state-licensed competitive retail supplier (i.e., buys power from ISO-NE, or a FERC-authorized wholesale entity other than the Company);
- e. Generator must establish a station service load asset in the ISO-NE settlement system to represent the station service load associated with a generator unit that is modeled in the ISO-NE settlement system.

B. Obtaining Service from the Company

1. <u>Applying for Service</u>

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

2. <u>Method of Application</u>

The Company may accept oral application by a prospective Customer for residential service, except as noted in Section II.3, 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.

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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.

3. 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.

4. 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.4 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.

5. <u>Term of Customer's Obligation to Company</u>

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

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Company when the Customer prevents access to the Company's equipment.

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6. 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.

7. 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.

C. Security Deposits

1. Non-Residential Accounts

Subject to law and the applicable regulations of the M.D.P.U., 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.

2. Termination of Service

The Company may terminate any non-residential Customer's Distribution Service if a security deposit authorized by Section II.1, above, is not made in accordance with the provisions outlined

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in 220 C.M.R. § 26.08.

3. 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.

D. <u>Service Supplied</u>

1. <u>Delivery Point and Metering Installation</u>

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 M.D.P.U., 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 requested 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. Any non-approved external device found attached to any Company meter, which does not interfere with any of its functions, will be solely the responsibility of the Customer and/or Competitive Supplier.

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2. 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.

3. 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.

4. 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.

5. 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 90 percent. The Company may require any Customer not

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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.

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E. <u>Billing and Metering</u>

1. <u>Billing Period Defined</u>

The basis of all charges is the billing period, 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-five (25) days or more than thirty-five (35) 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 M.D.P.U.

2. Bills; Time of Payment

Unless otherwise specified, bills of the Company are payable upon receipt and may be paid at any authorized collector or agent. Bills shall be deemed paid when valid payment is received. Bills shall be deemed rendered and other notices duly given when delivered electronically to the Customer or at their mailing address, or to the premises supplied, or the last known address of the Customer. The address and telephone number of the M.D.P.U.'s Consumer Division shall appear on each residential bill rendered by the Company or the Competitive Supplier.

3. 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.

4. Interest on Past Due Non-Residential Accounts

A Distribution Service (including Customers taking Standard Complete Billing Service as defined below) 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,

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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.

5. <u>Billing for Generation Service</u>

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 Terms and Conditions for Competitive Suppliers, §8.

A bill for customers receiving Generation Services from Competitive Suppliers rendered under Standard Complete Billing Service shall be subject to past due interest charges as set forth in II.E.4 above for Basic Service bills. Such interest charges shall be deemed as receivables for Competitive Suppliers and recoverable by the Company under the Purchase of Receivables provisions in the Terms and Conditions for Competitive Suppliers.

6. 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 M.D.P.U..

7. 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.

8. <u>Optional Customer Meter Readings</u>

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Any Customer who would otherwise receive an estimated bill pursuant to Section II.7, 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.

9. 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, M.D.P.U. regulations, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

10. <u>Diversion and Meter Tampering</u>

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 as well as all appropriate corrective actions taken by the Company.

11. Returned Check Fee

The Company may assess a returned check fee pursuant to Section II.J, 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.

12. 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.

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F. Discontinuance of Service

1. 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 M.D.P.U.. 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 pursuant to Section II.J, below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

2. 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.

3. 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 M.D.P.U. 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 M.D.P.U.

G. Customer's Installation

1. Permits

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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 M.D.P.U. 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.

2. 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 make available information on its website pertaining to 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.

3. <u>Separate Service</u>

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.

4. 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 M.D.P.U.. Copies of such requirements are available from the Company. Where the Customer has apparatus for the generation of electricity, the Company shall respond to the Customer's notice of intent to interconnect within 45 days of receipt of the notice; provided, however, that in no event shall the wiring be configured to allow

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interconnection with the Company's service unless the Customer has obtained the Company's prior written consent in each case.

5. <u>Suitability of Equipment</u>

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.

6. <u>Distribution Service from Outside Service Territory</u>

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.

H. Company's Installation

1. <u>Information and Requirements for Distribution Service</u>

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.

2. 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

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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.

3. <u>Protection of Company's Equipment</u>

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.

4. 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.

5. Unauthorized Use or Unsafe Conditions

If the Company finds an unauthorized use 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.

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6. 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 M.D.P.U..

I. Company Liability

1. <u>Curtailment or Interruption of Service</u>

Whenever the Company reasonably believes the integrity of the Company's system or the supply of electricity to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage and such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption or reduction and to resume full performance.

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2. Force Majeure

The Company shall be excused from performing under the Schedule of Rates and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution or impairment of electrical supply from its generating plants or suppliers or the systems of others with which it is interconnected; or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches or other equipment necessary for electric distribution; or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use efforts reasonable under the circumstances to overcome such cause and to resume full performance.

3. <u>Limitation of Liability</u>

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 M.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.

J. <u>Schedule of Charges</u>

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 M.D.P.U..

K. Line Extension Policy

The Company's line extension policy is included in Appendix B.

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Appendix A

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Schedule of Fees and Charges (February 1, 20212022)

Late Payment Charge Interest Rate (Annual)	10.39%
Returned Check Fee	\$11.00
Account Restoration Charge (Meter)	\$ 30 103.00
Account Restoration Charge (Pole)	\$ 101 <u>123</u> .00
Account Restoration Charge (Manhole)	\$ 161 181.00
Warrant Fee	\$ 98 240.00
Sales Tax Abatement	\$ 52 <u>32</u> .00

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Appendix B - Line Extension Policy Individual Residential

I. Applicability

This Policy applies to single family residential Line Extensions. Upon Application for electric service under residential rate schedules by one or more Line Extension Customer, the Company will install, own, operate, and maintain a Line Extension in accordance with the several provisions of this Policy.

The Line Extension Customer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

This Policy does not apply to temporary services as defined in the Company's Information and Requirements for Electric Service booklet or where otherwise defined within the Terms and Conditions.

II. Definitions

When used within this Policy, the following terms shall have the meaning stated herein:

"Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.

"Line Extension" shall mean an extension of the Company's single-phase overhead or underground electric distribution facilities within its franchise territory.

"Line Extension Customer" or "Customer" shall mean the owner or owners of the premises to be served by a Line Extension which is the subject of this Policy.

"Overhead Line Extension" shall mean an overhead extension of at least one wooden pole and a section of wire from the Company's existing overhead electric distribution system.

"Public Ways" shall mean streets, roads, and ways that are defined by metes and bounds, are recorded as such in the Registry of Deeds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by a Customer or group of Customers. Similarly defined and recorded rights-of-ways located on or across Private Property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

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"Private Property" is normally referred to as the "Customer's Property." Traveled ways, access roads, and roads that are not defined with metes and bounds, and are not recorded as such, are considered Private Property.

"Single-Phase Line Extension Agreement" shall mean an agreement in form and substance which outlines the Customer's and Company's rights and responsibilities with respect to the Line Extensions covered by this Policy.

"Standards for Overhead Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of overhead facilities.

"Standards for Underground Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of underground residential facilities.

"One-Pole Policy" shall refer to the Company's policy of providing up to one wooden pole and 150 feet of secondary wire along a Public Way at no charge to serve a residential Customer where an existing Company-owned pole line exists.

"Underground Line Extensions" shall mean an underground extension along a Public Way from the Company's existing electric distribution system.

III. Construction of Facilities

A. <u>Line Extensions on Public Ways</u>

1. Overhead Line Extensions

- a. Design The Company shall design such Overhead Line Extensions on Public Ways.
- b. Installation The Company shall install such Overhead Line Extensions as defined under the terms of the One-Pole Policy on all state and municipally owned Public Ways.

Installation of additional facilities that may be required will be at the Customer's expense. In privately owned Public Ways, the Line Extension Customer may

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install the Overhead Line Extension only as designed by the Company and constructed in accordance with the Company's Standards for Overhead Construction.

- c. Ownership The Company shall own such Overhead Line Extensions on all state and municipally owned Public Ways. In privately owned Public Ways, where the Line Extension Customer has installed the Overhead Line Extensions as designed by the Company and has constructed such line in accordance with the Company's Standards for Overhead Construction, ownership of such line shall be transferred to the Company prior to being energized.
- d. Maintenance The Company shall maintain such Overhead Line Extension on all state and municipally owned Public ways.

The Company will maintain an Overhead Line Extension installed by the Line Extension Customer on privately owned Public Ways only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

All tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Customer, except that tree trimming, removal of existing facilities, and blasting may be performed by the Company at the Line Extension Customer's expense where the Overhead Line Extension in a privately owned Public Way is installed by the Company.

2. Underground Line Extensions

- a. Design The Company shall design such Underground Line Extensions in Public Ways.
- b. Installation The Company shall install such Underground Line Extensions in all state and municipally owned Public Ways.

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In privately owned Public Ways, the Line Extension Customer may install the Underground Line Extensions only as designed by the Company and constructed in accordance with the Company's Standards for Underground Construction.

c. Ownership - The Company shall own such Underground Line Extensions in all state and municipally owned Public ways.

In privately owned Public Ways, where the Line Extension Customer has installed the Underground Line Extensions as designed by the Company and has constructed such line in accordance with the Company's Standards for Underground Construction, ownership of such line shall be transferred to the Company following the Company's inspection and acceptance and prior to being energized.

d. Maintenance - The Company shall maintain such Underground Line Extensions on all state and municipally owned Public Ways.

The Company will maintain an Underground Line Extension installed by the Line Extension Customer on privately owned Public Ways installed by the Line Extension Customer only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Underground Line Extension.

All tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Customer, except that tree trimming, removal of existing facilities, and blasting may be performed by the Company at the Customer's expense where the Underground Line Extension along a privately owned Public Way is installed by the Company.

B. <u>Line Extensions on Private Property</u>

1. Overhead Line Extensions

Where a Company-owned overhead pole line exists on a Public Way or on Private Property

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the following shall apply:

- a. Design The Company shall design all Overhead Line Extensions on Private Property.
- b. Installation The Company shall install such Overhead Line Extensions on Private Property. This construction will be paid for by the Customer or property owner. In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Customer may elect to install the Overhead Line Extension at their expense.

The Company has the right to extend from its facilities on Private Property to provide electric service to additional Customers.

c. Ownership - All Line Extensions on the Customer's Property shall be the personal property of the Company whether or not built with the aid of funds contributed by the Customer.

On Private Property, where the Customer has installed facilities in accordance with the Company's Standards for Overhead Construction, ownership of such facilities shall be transferred to the Company following inspection and acceptance by the Company and prior to being energized.

d. Maintenance - Where the Company owns an Overhead Line Extension on Private Property, the Company shall maintain such Overhead Line Extension.

The Company will maintain an Overhead Line Extension on Private Property installed by the Line Extension Customer only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

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e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's Property shall be the responsibility of the Customer. The Company will perform incidental tree trimming in order to maintain service to the Customer, once the Service pole line has been installed on the Customer's Property.

2. <u>Underground Line Extensions</u>

- a. Design The Company shall design such Underground Line Extensions.
- b. Installation The Company will, at the Customer's expense, install the necessary primary cable to the first terminating facility. All other construction beyond two feet on Private Property will be the responsibility of the Customer. In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Customer shall install such underground services; provided, however, where the Customer receives service at primary voltage, the installations shall be built to conform to the Company's construction standards.
- c. Ownership The Customer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company.
- Maintenance The Company shall maintain all equipment it owns on Private Property.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

de. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing

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facilities, and blasting, where required, on the Customer's Property shall be the responsibility of the Customer.

IV. <u>Customer Responsibilities</u>

At the time the Application for Service is made that requires an Overhead or Underground Line Extension, the Customer shall be responsible for the following:

- A. Easements Furnish to the Company, without expense to it, satisfactory permanent easement rights of way for the installation, operation and maintenance of the Line Extension as the Company may deem necessary in a form acceptable to the Company.
- B. Plans Provide the Company with a complete set of plans clearly showing all recorded rights of ways, defined by metes and bounds and recorded as such in the Registry of Deeds, as the Company may deem necessary.
- C. Other Documents Enter into a Single-Phase Line Extension Agreement in accordance with this Policy.
- D. Compliance Construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.
- E. Information and Requirements for Electric Service Booklet In addition to the provisions set forth within this Policy, service to the Customer is subject to the Company's printed Information and Requirements for Electric Service.
- F. Permits and Approvals The Customer shall be responsible for obtaining any required permits and approvals prior to the start of construction.

V. Payment Required

- A. Estimated Cost of Construction The Cost of Construction shall mean the Company's estimated cost of the Line Extension, determined by application of the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.
- B. Charge Formula Where the Company is required to construct an Overhead or Underground Line

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Extension along the Public Way with a Cost of Construction that exceeds the cost to construct one wooden pole and 150 feet of secondary wire, the customer shall pay such excess costs, if any, and the Tax Liability Charge. For all construction beyond the allowances stated in this Line Extension Policy, the Customer will be required to contribute the excess costs.

C. Tax Liability Charge - The Customer will be responsible for payment of the Tax Liability Charge to the Company, which represents the recovery of any tax liabilities that result from collection of the Customer's Contribution pursuant to the IRS Tax Code revision of 1986.

VI. Construction Moratorium

The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

VII. <u>Line Extension Agreement</u>

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 of the Line Extension, 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 the appropriate rights, permits and easements cannot be obtained or if applicable laws, regulations, codes, ordinances and bylaws and utility standards cannot be satisfied.

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Appendix B - Line Extension Policy Residential Development

I. Applicability

This Policy applies to Line Extensions necessary to serve residential real estate developments. The Company will install, own, operate, and maintain an electric distribution system ("System") in accordance with the several provisions of this Policy.

The Developer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

II. <u>Definitions</u>

When used within this Policy, the following terms shall have the meaning stated herein:

- "Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.
- "Developer" shall mean the agent or agents of the real estate development to be served by a Line Extension which is the subject of this Policy. Such agent or agents shall be authorized to enter into a Line Extension Agreement with the Company.
- "Development" shall mean more than one lot in a residential real estate tract along privately owned Public Ways whether or not such privately owned Public Way is to remain private or become municipally or state owned at some future date.
- "Line Extension" shall mean an extension of the Company's overhead or underground electric distribution facilities within its franchise territory.
- "Non-Electrical Facilities" shall refer to, but not be limited to, the transformer foundations, vaults, manholes, hand-holes and duct systems installed with appropriate pull lines ready for the installation of primary and secondary cables and associated equipment.

"Overhead Line Extension" shall mean an extension of at least one wooden pole and a section of wire from

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the Company's existing overhead electric distribution system.

"Overhead and Underground Line Extension Agreement" shall mean an agreement in form and substance which outlines the Developer's and the Company's rights and responsibilities with respect to a line extension.

"Public Ways" shall mean streets, roads, and ways that are defined by metes and bounds, are recorded as such in the Registry of Deeds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by a Customer or group of Customers. Similarly defined and recorded rights-of-ways located on or across private property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

"Private Property" is normally referred to as the "Customer's property", and the Line Extension on the Customer's property may also be referred to as the "Service" to the Customer's home. Traveled ways, access roads, and roads that are not defined with metes and bounds, and are not recorded as such, are considered Private Property.

"Standards for Overhead Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of overhead facilities.

"Standards for Underground Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of underground residential facilities.

"Underground Line Extension" shall mean an underground extension along a Public Way from the Company's existing electric distribution system.

III. Construction of Facilities

- A. Line Extensions on Public Ways
 - 1. Overhead Line Extensions
 - a. Design The Company shall design such Overhead Line Extensions on Public Ways.
 - b. Installation When the Company has been requested to install overhead facilities to serve an Overhead Line Extension for a Development, the Company will install

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all facilities on all Public Ways. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development.

In Developments in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas where the Developer is allowed to and has elected to install overhead facilities, the Developer, at its cost, shall employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles, guys, anchors, and their associated appurtenances in accordance with the Company's material and construction specifications for Overhead Construction. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development. The Developer shall grant directly to the Company a warranty that all of the Developer's materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is ready to be energized.

Ownership - All Overhead Line Extension on Public Ways shall become the c. property of the Company whether or not built with a contribution-in-aid-ofconstruction from the Developer.

In Developments in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas where the Developer is allowed to and has elected to install overhead facilities, and the Developer, at his cost, has elected to employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles guys and anchors and their associated appurtenances, ownership of such line shall be transferred to the Company following inspection and acceptance by the Company prior to being energized.

- d. Maintenance - The Company shall maintain such Overhead Line Extensions on all Public Ways where owned by the Company.
- Tree Trimming, Removal, and Blasting All tree trimming, removal of existing e.

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facilities, and blasting, where required to serve the Development, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

Initial tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas shall be the responsibility of the Developer. Where the Developer has elected to install overhead facilities, and has transferred ownership and maintenance responsibilities to the Company, and the Company has accepted ownership and maintenance responsibilities for the Overhead Line Extension, trimming will be performed by the Company.

2. Underground Line Extensions

- Design The Company shall design such Underground Line Extensions in Public Ways.
- b. Installation The Company will install all facilities on state and municipally owned Public Ways. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, line extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development.

For all underground installations within new Developments, the Developer, at his cost, shall employ a qualified contractor, approved by the Company, to perform the excavation and backfilling for the cable and conduit system, and shall furnish the Non-Electrical portion of the System in accordance with Company specifications for Underground Construction. The Developer shall grant directly to the Company a warranty that all of the Developer's materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is energized.

Where the Company has been requested to install underground facilities to serve an Underground Line Extension, the Company shall provide and install the primary and secondary cables and associated devices and appurtenances in facilities supplied by the Developer.

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Where the Developer in the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas is allowed to and has elected to install underground facilities, the Developer will:

- (1) Obtain the primary and secondary cable and associated devices and appurtenances from the Company; or
- (2) Purchase the primary and secondary cable and associated devices and appurtenances in accordance with Company specifications.

The Developer will employ a qualified contractor, approved in advance by the Company, to install and terminate such primary and secondary cable in the Developer's facilities in accordance with the Company material and construction specifications contained in the Standards for Underground Construction.

c. Ownership - The Company shall own such Underground Line Extensions in all state and municipally owned Public ways.

Following inspection and acceptance of the installed facilities by the Company, the Developer shall transfer title of the installed facilities to the Company at no cost to the Company free of all encumbrances.

d. Maintenance - The Company shall maintain such Underground Line Extensions in all state and municipally owned Public Ways.

The Company will maintain an Underground Line Extension within privately owned Public Ways where the Developer has installed such facilities only after the Developer has transferred ownership of such facilities to the Company in accordance with Section c above.

- e. Tree Trimming, Removal, and Blasting All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Underground Line Extension.
- B. Line Extensions on Private Property

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1. Overhead Line Extensions

- a. Design The Company shall design such overhead Services from Company facilities to each lot in accordance with the Standards for Overhead Construction.
- b. Installation The Company shall supply and install such overhead services from Company facilities to each lot in accordance with the Company's Standards for Overhead Construction.
- c. Ownership The Company shall own such overhead services from Company facilities to each lot.
- Maintenance The Company shall maintain such overhead services from Company facilities to each lot.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's property shall be the responsibility of the Customer. The Company will perform incidental tree trimming in order to maintain service to the Customer, once the Service pole line has been installed on the Customer's Property.

2. Underground Line Extensions

- a. Design The Company shall design such underground services.
- b. Installation The Company will, at the Developer's expense, install the necessary

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primary cable to the first terminating facility. All other construction beyond two feet on Private Property will be the responsibility of the Developer.

In the Cambridge and South Shore, Cape Cod & Martha's Vineyard service areas, the Developer shall install such underground services; provided, however, where the Customer receives service at primary voltage, the installations shall be built to conform to the Company's construction standards. The Developer or lot owner shall ensure that all such installations meet all applicable laws, regulations, ordinances, bylaws and codes, and shall receive all required approvals prior to the line being energized by the Company.

- c. Ownership The Developer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company.
- Maintenance The Company shall maintain all equipment it owns on Private Property.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

d.e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's property shall be the responsibility of the Customer.

IV. <u>Developer Responsibilities</u>

The Developer shall be responsible for the following:

A. Easements - The Developer will obtain and furnish, without charge to the Company, clear title to

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all easements in grant form and substance satisfactory to the Company for locating and maintaining the System along Public Ways or on Private Property. In the event any lots are sold prior to the granting or proper receipt of easements by the Company, no work will be done by the Company until the Developer obtains such easements for and at no cost to the Company. The Company will prepare the easement form for the Developer.

- B. Plans The Developer shall furnish the Company with a plan of the proposed Development ("Development Plan"). Such Development Plan shall be furnished at no cost to the Company, shall have been properly approved by the municipality and shall have been properly recorded and/or registered at the appropriate Registry of Deeds prior to the start of any construction by the Company. Such Development plan shall show all development boundaries, lots, and lot boundaries as well as the traveled ways and the location and boundaries of any structure, facility or improvement (whether existing or planned) within said Development and the locations of all areas and structures which are to be furnished with individual electric service by the Company.
- C. Other Documents The Developer shall provide documentation of all waivers to existing municipal by-laws.
- D. Compliance The Developer shall design and construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.
 - Electric wires and cables and other utility and communications facilities may be installed in the same trench line or in common duct banks, if appropriate, under conditions mutually acceptable to the utilities involved and in conformance with all applicable laws, regulations and codes and utility specifications.
- E. Information and Requirements for Electric Service Booklet In addition to the provisions set forth within this Policy, service to the Customer is subject to the requirements set forth within the Company's printed Information and Requirements for Electric Service.
- F. Permits and Approvals The Developer shall have taken any and all requisite action and obtained any and all requisite permits and approvals (including, without limitation, thereto, zoning and subdivision approval and any environmental permits and approvals) from all local, state and federal authorities asserting jurisdiction over the project.
- G. Other Outdoor lighting may be installed after consultation and acceptance by local authorities in

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accordance with the Company's applicable Street and Security Lighting Schedules or Contracts, provided the Developer will provide the trenching, backfilling, duct, and any other Non-Electric Facilities where required by the Company.

H. Coordination Between the Parties - In order to insure an economical and expeditious installation of underground electric distributions facilities, the Developer shall arrange a meeting or meetings of their trenching and electrical contractors, the Company construction coordinator, field constructions supervisors of other utilities, and representatives of any municipal departments having jurisdiction over or otherwise concerned with construction in the Development. The meeting shall be held prior to the start of construction. The Company shall make all connections between its facilities and the facilities of others. The Company shall make the final decision as to the electric requirements of an electric distributions system in any Development. The Developer and the Company shall enter into an agreement embodying the substance of the foregoing plan before it is binding on the parties, such agreement to contain any minor changes as may be necessitated by the nature, terrain, and location of the Development.

V. Payment Required

- A. Revenue For the purposes of this Policy, the term "Revenue" shall mean the estimated distribution revenue expected to be collected by the Company from the residential customers taking permanent service under the Line Extension pursuant to the terms of the Company's generally available rate schedules for retail delivery service, excluding revenue attributable to the Company's Transition Charges, Transmission Charges, Supplier Services Charges, Energy Efficiency Charge, and Renewables Charge, and other reconciling charges as listed in the Company's Summary of Electric Service Delivery Rates.
- B. Estimated Cost of Construction The Cost of Construction shall mean the estimated cost of facilities provided by the Company to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, the cost of any Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development determined by application of the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.
- C. Charge Formula The total Developer contribution shall be determined as follows:

For all Overhead Developments:

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the Cost of Construction for the System provided by the Company in accordance with the applicable section of this Policy; plus

the Tax Liability Charge applicable to the excess Company costs, if any, (see Section V.E below); plus

where the Developer elects to install overhead facilities in the Development:

The Tax Liability Charge applicable to the Developer's cost of the primary and secondary wire, poles, guys, and anchors and their associated devices and appurtenances, which are to be owned and maintained by the Company, in accordance with this Policy.

For all Underground Developments:

the excess Cost of Construction for the System, if any, provided by the Company in accordance with the applicable section of this Policy; plus

the Tax Liability Charge applicable to such excess Company costs, if any; plus

Where the Developer elects to install underground facilities:

The Tax Liability Charge applicable to the Developer's cost to install the Company supplied primary and secondary cable; plus the Tax Liability Charge on the estimated costs or value of all facilities installed by the Developer which is to be owned and maintained by the Company, in accordance with this Policy.

or,

The Tax Liability Charge applicable to the Developer's cost to install the Developer-supplied primary and secondary cable; plus the Tax Liability Charge on the estimated costs or value of all facilities installed by the Developer which are to be owned and maintained by the Company, in accordance with this Policy.

D. Refund - A portion of the amounts paid by the Developer to the Company as a contribution-in-aidof- construction may be refunded by the Company to the Developer as hereinafter set forth. However, in no event shall the aggregate amount of any such refund to the Developer exceed the

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amount of the contribution-in-aid-of-construction for the specific System. In addition, the Company shall not pay interest on any contribution-in-aid-of-construction, whether or not subsequently refunded to the Developer.

Subject to the foregoing, in the event that the Line Extension is located within a way that is accepted by the municipality as a Public Way, the Company shall refund the Developer an amount equal to 3.64.2 times the annual Revenues (subject to the conditions of the first paragraph of this section) estimated by the Company to be received by the Company.

No other refunds will be made at any time.

The Company reserves the right to withhold any refunds that would otherwise be due to the Developer under this Policy until any outstanding balances that are due the Company for any reason are paid in full.

- E. Taxes The Customer will be responsible for payment of the Tax Liability Charge to the Company, which represents the recovery of any tax liabilities that result from collection of the Customer's contribution-in-aid-of-construction pursuant to the IRS Tax Code revision of 1986.
- F. Method of Payment The Total Contribution shall be paid to the Company in available funds, in full and in advance of construction work to be performed by the Company.

VI. Construction Moratorium

The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

VII. <u>Line Extension Agreement</u>

The Company may require the Developer 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 of the Line Extension, 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 the appropriate permits and easements cannot be obtained or if applicable laws, regulations, codes, ordinances and bylaws and utility standards cannot be satisfied.

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Appendix B - Line Extension Policy Commercial - Industrial

I. Applicability

This Policy applies to single-phase or three-phase Line Extensions necessary to serve all Commercial and Industrial Customers (herein referred to as the "Customer"), including Commercial and Industrial developments. The Company will install, own, operate, and maintain an electric distribution system ("System") in accordance with the several provisions of this Policy.

The Customer shall be obligated to furnish to the Company reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

II. <u>Definitions</u>

When used within this Policy, the following terms shall have the meaning stated herein:

- "Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.
- "Individual Customer" shall refer to an individual commercial or industrial Customer served by a Line Extension.
- "Developer" shall mean the agent or agents of the non-residential real estate development to be served by a Line Extension which is the subject of this Policy. Such agent or agents shall be authorized to enter into a Line Extension Agreement with the Company.
- "Development" shall mean a non-residential real estate development such as privately owned parcels of land, shopping complexes, condominiums, apartment buildings, schools, churches, mobile home parks, townhouses, public buildings and other commercial or industrial developments.
- "Line Extension" shall mean an extension of the Company's overhead or underground electric distribution facilities within its franchise territory.
- "Non-Electrical Facilities" shall refer to but not be limited to the transformer foundations, vaults, manholes, hand-holes and duct systems installed with appropriate pull lines ready for the installation of primary and secondary cables and associated equipment.

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"Overhead Line Extension" shall mean an extension of at least one wooden pole and a section of wire from the Company's existing overhead System.

"Overhead and Underground Line Extension Agreement" shall mean an agreement in form and substance which outlines the Company's and the Individual Customer's or Developer's rights and responsibilities.

"Private Property" is normally referred to as the "Customer's Property" and shall include Developments as described herein. For Line Extensions to Individual Customers, the Line Extension on the Customer's property may also be referred to as the "service" to the Individual Customer's facility. When referring to Developments, Private Property shall mean a parcel or tract of land owned by an individual or group of Customers. Additionally, traveled ways, access roads, and roads that are not defined by metes and bounds or recorded as such in the Registry of Deeds are considered Private Property.

"Public Ways" shall mean streets, roads, and ways that are recorded in the Registry of Deeds, defined by metes and bounds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by Customer(s). Similarly defined and recorded rights-of-ways located on or across Private Property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

"Standards for Overhead Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of overhead facilities.

"Standards for Underground Construction" shall refer to the Company's construction standards, as amended from time to time, to reflect the Company's requirements for construction of underground facilities.

"Underground Line Extension" shall mean an underground extension from the Company's existing electric distribution system.

III. Construction of Facilities

- A. <u>Line Extensions on Public Ways</u>
 - 1. Overhead Line Extensions
 - a. Design The Company shall design such Overhead Line Extensions on Public Ways.
 - b. Installation When the Company has been requested to install overhead facilities

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to serve an Overhead Line Extension for an Individual Customer or a Development, the Company will install all facilities within Public Ways. The Company will install facilities necessary to furnish electric service to the Individual Customer or each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or Development.

- c. Ownership All Overhead Line Extensions on Public Ways shall become the property of the Company whether or not built with a contribution-in-aid-of-construction from an Individual Customer or Developer.
- d. Maintenance The Company shall maintain such Overhead Line Extensions on all Public Ways.
- e. Tree Trimming, Removal, and Blasting All tree trimming, removal of existing facilities, and blasting, in or along state and municipally owned Public Ways, where required to serve an Individual Customer or Development, shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

2. Underground Line Extensions

- a. Design The Company shall design such Underground Line Extensions within Public Ways.
- b. Installation The Company will install all facilities within state and municipally owned Public Ways.
- c. Ownership The Company shall own such Underground Line Extensions within the state and municipally owned Public Ways.
- d. Maintenance The Company shall maintain such Underground Line Extensions within state and municipally owned Public Ways.
- e. Tree Trimming, Removal, and Blasting All tree trimming, removal of existing facilities, and blasting, in or along state and municipally owned Public Ways, where required to serve an Individual Customer or Development, shall be performed by the Company, and will be considered a component of the cost of the

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Overhead Line Extension.

B. Line Extensions on Private Property

- 1. Overhead Line Extensions
 - Design The Company shall design such Overhead Line Extensions from Company facilities to serve an Individual Customer or to serve each lot within the Development.
 - b. Installation The Company may install such Overhead Line Extension from Company facilities to serve the individual Customer or, within the Development, to serve each lot in accordance with the Company's Standards for Overhead Construction. The Company will install facilities necessary to furnish electric service to serve the Individual Customer or each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or the Development.

An Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service area may elect to install overhead facilities. Such Individual Customer or Developer, at its cost, shall employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles, guys and anchors and their associated appurtenances in accordance with the Company's material and construction specifications for Overhead Construction.

c. Ownership - The Company shall own such overhead services from Company facilities to serve the Individual Customer or each lot within the Development in accordance with the Company's Standards for Overhead Construction.

Where the Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service areas has elected to install overhead facilities, and the Individual Customer or Developer, at its cost, has elected to install all primary wires, poles, guys and anchors and their associated appurtenances, ownership of such line must be transferred to the Company following the Company's inspection and acceptance prior to being energized. Where such line is transferred to the Company, the Developer shall grant directly to the Company a warranty that all of the Developer materials and workmanship

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meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is energized.

d. Maintenance - The Company shall maintain such overhead services from Company facilities to serve the Individual Customer or to each lot where (i) the Company has installed such overhead services or (ii) the Individual Customer or Developer has installed such overhead service and transferred such service to the Company in accordance with the requirements of Section c above.

In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

d.e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Individual Customer's property or in the Development, shall be the responsibility of the Customer or Developer.

2. Underground Line Extensions

- a. Design The Company shall design such Underground Line Extensions from Company facilities to serve an Individual Customer or to serve each lot within the Development whether installed by the Company or by the Individual Customer or Developer.
- b. Installation For all underground installations on Private Property or within new Developments, the Individual Customer or Developer, at its cost, shall employ a qualified contractor to install the Non-Electrical Facilities portion of the system and to perform the necessary excavation and backfilling in accordance with Company's Standards for Underground Construction. The Company will install facilities necessary to furnish electric service to serve the Individual Customer or the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or Development.

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Where the Company has been requested to install underground facilities to serve an Individual Customer or to serve a Development, the Company shall provide and install the primary cables and associated devices and appurtenances in the Non-Electric Facilities supplied by the Individual Customer or Developer.

An Individual Customer or Developer in the Cambridge and South Shore, Cape Code & Martha's Vineyard service areas who has elected to install underground facilities will:

- (1) Obtain the primary cable and associated devices and appurtenances from the Company; or
- (2) Purchase the primary cable and associated devices and appurtenances, in accordance with Company specifications.

and

(3) Such Individual Customer or Developer will employ a qualified contractor, approved in advance by the Company, to install and terminate such primary cable in the Individual Customer or Developer's facilities in accordance with the Company material and construction specifications contained in the Standards for Underground Construction.

Where the Individual Customer receives service at primary voltage, the Company will install all Company-owned facilities on Private Property. The Individual Customer will have responsibility for the installation of all Customer-owned facilities.

c. Ownership - The Individual Customer or Developer shall turn ownership of the primary conduit system and cable, excluding the service conduit and cable, to the Company following inspection and acceptance of the primary conduit system by the Company. The Company shall own such underground facilities where (i) the Company has installed the facilities or (ii) the Individual Customer or Developer has installed the facilities in accordance with Section b above and has transferred title of the installed facilities to the Company following inspection and acceptance by the Company and at no cost to the Company free of all encumbrances.

Where the Individual Customer receives service at Primary Voltage, the Company

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may own certain facilities or portions of facilities necessary to terminate, control and meter its primary distribution system circuits feeding the Individual Customer.

d. Maintenance - The Company will maintain Underground Facilities where (i) the Company has installed such facilities, or (ii) the Customer or Developer has installed such facilities as designed by the Company and has constructed such facilities in accordance with the Company's Standards for Underground Construction, and the Individual Customer or Developer has transferred ownership of the facilities to the Company in accordance with Section c above.

Where the Individual Customer or Developer has not transferred ownership of the underground facilities to the Company, the Individual Customer or Developer shall be responsible for maintaining such facilities. The Individual Customer or Developer shall maintain all secondary facilities on private property at the Customer's expense.

The Company shall maintain all Company-owned equipment. In the event that during the course of maintenance, repair or restoration work by the Company on Customer property, the Company incurs costs and expenses in investigating and assessing environmental conditions existing at the Customer property and not caused by the Company, or in implementing a Utility Related Abatement Measure under applicable law, such costs and expenses shall be charged to the Customer. Moreover, all legal responsibility related to the existing environmental conditions, including but not limited to any requisite notification, assessment and/or remediation, shall be the sole responsibility of the Customer.

e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Individual Customer's property or in the Development shall be performed by the Individual Customer or the Developer.

IV. Individual Customer or Developer Responsibilities

The Individual Customer or Developer shall be responsible for the following:

A. Easements - The Individual Customer or Developer will obtain and furnish, without charge to the Company, clear title to all easements in grant form and substance satisfactory to the Company for locating and maintaining the System on private property, including but not limited to the right to

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trim trees as the Company may deem necessary. The initial trim is to be performed by the Individual Customer or Developer. In the event any lots are sold prior to the granting or proper receiving of easements to the Company, no work will be done by the Company until the Individual Customer or Developer obtains such easements for and at no cost to the Company. The Company will prepare the easement form for the Individual Customer or Developer.

- B. Plans The Individual Customer shall provide the Company with a complete set of plans clearly showing all recorded rights of way, defined by metes and bounds and recorded as such in the Registry of Deeds, as the Company may deem necessary.
- C. The Developer shall furnish the Company with a plan of the proposed Development ("Development Plan"). Such Development Plan shall be furnished at no cost to the Company, shall have been properly approved by the municipality and shall have been properly recorded and/or registered at the appropriate Registry of Deeds prior to the start of any construction by the Company. Such Development Plan shall show all development boundaries, lots and lot boundaries as well as the traveled ways and the location and boundaries of any structure, facility or improvement (whether existing or planned) within said Development and the locations of all areas and structures which are to be individually furnished electric service by the Company.
- D. Code Compliance The Developer or Individual Customer shall design and construct such installations to meet or exceed all applicable laws, regulations and codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.
- E. Electric wires and cables and other utility and communications facilities may be installed in the same trench line or in common duct banks, if appropriate, under conditions mutually acceptable to the utilities involved and in conformance with all applicable laws, regulations and codes and utility specifications.
- F. Information and Requirements for Electric Service Booklet In addition to the provisions set forth within this Policy, service to the Individual Customer or Developer is subject to the requirements set forth within the Company's printed Information and Requirements for Electric Service.
- G. Permits and Approvals The Individual Customer or Developer shall have taken any and all requisite action and obtained any and all requisite permits and approvals (including, without limitation, thereto, zoning and land use or subdivision approval and any environmental permits and approvals) from all local, state and federal authorities asserting jurisdiction over the project.

V. Payment Required

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- A. Revenue For the purposes of this Policy, the term "Revenue" shall mean the estimated distribution revenue expected to be collected by the Company from the commercial and industrial customer(s) taking permanent service under the Line Extension pursuant to the terms of the Company's generally available rate schedules for retail delivery service, excluding revenue attributable to the Company's Transition Charges, Transmission Charges, Supplier Services Charges, Energy Efficiency Charge, and Renewables Charge, and other reconciling charges as listed in the Company's Summary Rate Schedule.
- B. Estimated Cost of Construction The Cost of Construction shall mean the estimated cost of facilities provided by the Company to furnish electric service to the Individual Customer or each lot within the Development. This includes but is not limited to, the cost of any Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development. The cost will be determined by applying the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.
- C. Charge Formula For line extensions in the Public Way, the Individual Customer or Developer will pay to the Company a Contribution equal to the sum of (1) the Company's Cost of Construction in excess, if any, of 3.64.2 times the estimated annual Revenue and (2) the Tax Liability Charge. For all construction beyond the allowances specified in this tariff, the Individual or Customer or Developer will be required to contribute the excess costs.
- D. Taxes The Company may be subject to tax liabilities on any contributions-in-aid-of-construction or material and labor supplied by the Individual Customer or Developer pursuant to the IRS Tax Code revision of 1986. This Tax Liability Charge, if any, shall be paid in full by the Customer prior to the start of any construction.
- E. Method of Payment The Contribution, shall be paid to the Company in good funds, in full and in advance of construction work to be performed by the Company.
- F. Refunds The Customer has the option to request the Company to perform a one-time recalculation of the Contribution using 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 one to three years after commencement of delivery of electricity. In no event shall the aggregate amount of any such refund to the Customer exceed the amount of the Contribution. In addition, the Company shall no pay interest on any Contribution, whether or not subsequently refunded to the Customer.

VI. Construction Moratorium

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The Company is willing to provide service installations on a year-round basis, subject to restrictions imposed by municipalities or under applicable laws, regulations, ordinances, bylaws, permits or approvals.

VII. <u>Line Extension Agreement</u>

The Company may require the Individual Customer or Developer 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 of the Line Extension, 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 the appropriate rights, permits and easements cannot be obtained or if applicable laws, regulations, codes, bylaws, ordinances and utility standards cannot be satisfied.

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Eastern Massachusetts Towns

Greater Boston Service Area		Cambridge Service	South Shore, Cape Cod & Martha's	
		Area	Vineyard	l Service Area
Acton	Millis	Cambridge	Acushnet	Marshfield
Arlington	Milton		<u>Aquinnah</u>	Mashpee
Ashland	Natick		Barnstable	_
Bedford	Needham		Bourne	Mattapoisett
Bellingham	Newton		Brewster	New Bedford
Boston	Norfolk		Carver	Oak Bluffs
Brookline	Sharon		Chatham	Orleans
Burlington	Sherborn		Chilmark	Pembroke
				(East of Route 3)
Canton	Somerville		Dartmouth	Plymouth
Carlisle	Stoneham		Dennis	Plympton
Chelsea	Sudbury		Duxbury	Provincetown
Dedham	Walpole		Eastham	Rochester
Dover	Waltham		Edgartown	Sandwich
Framingham	Watertown		Fairhaven	Scituate
				(Humarock Section)
Holliston	Wayland		Falmouth	Tisbury
Hopkinton	Weston		Freetown	Truro
Lexington	Westwood		Gay Head	Wareham
Lincoln	Winchester		Harwich	Wellfleet
Maynard	Woburn		Kingston	Westport
				(Eastern Peninsula)
Medfield			Lakeville (part)	West Tisbury
Medway			Marion	Yarmouth

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NSTAR ELECTRIC COMPANY

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d/b/a EVERSOURCE ENERGY

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M.D.P.U. No.

—Cancels M.D.P.U. No.

Appendix C

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

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Appendix C

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TERMS AND CONDITIONS - DISTRIBUTION SERVICE

Western Massachusetts Towns

Adams Hadley-Lanesboro Savoy Agawam Hancock Shelburne Amherst Hatfield Shutesbury Ashfield Hinsdale South Hadley Becket Holyoke Southampton Belchertown Huntington Southwick Bernardston Lanesborough Springfield Sunderland Blandford Lenox Buckland Leverett Tolland Cheshire Tyringham Leyden Chester Ludlow Washington Chesterfield Middlefield West Springfield Chicopee Montague Westfield Colrain Westhampton **Montgomery** Whately Conway New Ashford Wilbraham Cummington Northampton Northfield Windsor Dalton Deerfield Otis Worthington Longmeadow Pelham East Longmeadow Peru Pittsfield Easthampton Erving Plainfield Gill Richmond Granville Russell Greenfield Sandisfield

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d/b/a EVERSOURCE ENERGY

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M.D.P.U. No.

Cancels M.D.P.U. No.

Page 1 of 2

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 in which the principal means of heating the premises is not 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 Public Utilities. 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.

Customers in Western Massachusetts where residential use of electricity constitutes more than 50% of customers' energy use in an outbuilding or farm and such customers initiated service under this rate prior to February 1, 2018 may continue service under this rate.

RATE PER MONTH

Delivery Services: Eastern Massachusetts Western Massachusetts

Customer Charge:

As per _____M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

Transition:

As per _____M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

Transmission:

As per _____M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

Transmission:

As per _____M.D.P.U. No. 1 as in effect from time to time

Transmission: M.D.P.U. No. 2

Delivery services shall be subject to the M.D.P.U. rates listed above as such rates are in effect from time to time.

Supplier Services: (Optional)

Basic 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

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M.D.P.U. No.

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RESIDENTIAL

RATE R-1

first billing month after reconnection equal to the charges for regular service provided above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) the applicable reconnection charge per Appendix A of the Terms and Conditions - Distribution Service.

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge Energy Efficiency Charge Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

FARM DISCOUNT

Grid Modernization Factor

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

Advanced Metering Infrastructure

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.

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M.D.P.U No.

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RESIDENTIAL ASSISTANCE

RATE R-2

AVAILABILITY

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 in which the principal means of heating the premises is not 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 Public Utilities (the "M.D.P.U.") 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.

Customers in Western Massachusetts where residential use of electricity constitutes more than 50% of customers' energy use in an outbuilding or farm and such customers initiated service under this rate prior to February 1, 2018 may continue service under this rate.

The Company will guarantee the Customer's payment to its designated supplier for generation services in accordance with the regulations established by the Department at 220 C.M.R. 11.05(3)(c).

RATE PER MONTH

Delivery Services: Eastern Massachusetts Western Massachusetts

Customer Charge: As per ——M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2 Distribution: As per_—M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

As per ——M.D.P.U. No. 1 as in effect from time to time Transition:

M.D.P.U. No. 2

Transmission: As per ——M.D.P.U. No. 1 as in effect from time to time

M.D.P.U. No. 2

Delivery services shall be subject to the M.D.P.U. rates listed above as such rates are in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge, less the application of the Low Income

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M.D.P.U No.

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RESIDENTIAL ASSISTANCE

RATE R-2

Discount Adjustment provided under this rate schedule.

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 provided above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) the applicable reconnection charge per Appendix A of the Terms and Conditions - Distribution Service.

LOW INCOME DISCOUNT ADJUSTMENT

The total amount resulting from the billing of all charges under this rate schedule shall be adjusted by a discount of 36 percent for Customers in Eastern Massachusetts and Western Massachusetts.

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment

Transmission Service Cost Adjustment Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment **Energy Efficiency Charge**

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

FARM DISCOUNT

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

A Customer will be eligible for this rate upon verification of a Customer's eligibility for the low-(1)

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RESIDENTIAL ASSISTANCE

RATE R-2

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 200 percent of the federal poverty level based on a household's gross income, or other criteria approved by the Department.

(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.

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M.D.P.U. No.

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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 Public Utilities. 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.

Customers in Western Massachusetts where residential use of electricity constitutes more than 50% of customers' energy use in an outbuilding or farm and such customers initiated service under this rate prior to February 1, 2018 may continue service under this rate.

RATE PER MONTH

Delivery Services: Eastern Massachusetts Western Massachusetts

Customer Charge:

Distribution:

As per M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

As per M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

Transmission

As per M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

As per M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

As per M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

Delivery services shall be subject to the M.D.P.U. rates listed above as such rates are in effect from time to time.

Supplier Services: (Optional)

Basic 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

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RESIDENTIAL SPACE HEATING

RATE R-3

first billing month after reconnection equal to the charges for regular service provided above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) the applicable reconnection charge per Appendix A of the Terms and Conditions - Distribution Service.

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Cost Recovery Adjustment Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Transmission Service Cost Adjustment **Energy Efficiency Charge** Renewable Energy Charge Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit Grid Modernization Factor Advanced Metering Infrastructure

FARM DISCOUNT

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.

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M.D.P.U. No.

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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 Public Utilities (the "M.D.P.U."). 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.

Customers in Western Massachusetts where residential use of electricity constitutes more than 50% of customers' energy use in an outbuilding or farm and such customers initiated service under this rate prior to February 1, 2018 may continue service under this rate.

RATE PER MONTH

Delivery Services: Eastern Massachusetts Western Massachusetts

Customer Charge: As per_—M.D.P.U. No. 1 as in effect from time to time

M.D.P.U. No. 2

Distribution: As per ——M.D.P.U. No. 1 as in effect from time to time

M.D.P.U. No. 2 Transition: As per_—M.D.P.U. No.

1 as in effect from time to time M.D.P.U. No. 2 Transmission: As per_—

M.D.P.U. No. 1 as in effect from time to time

M.D.P.U. No. 293

Delivery services shall be subject to the M.D.P.U. rates listed above as such rates are in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge, less the application of the Low Income

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RESIDENTIAL SPACE HEATING ASSISTANCE

RATE R-4

Discount Adjustment provided under this rate schedule.

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 provided above plus: (1) the sum of the monthly Customer charges for each month during which service was not taken, and (2) the applicable reconnection charge per Appendix A of the Terms and Conditions - Distribution Service.

LOW INCOME DISCOUNT ADJUSTMENT

The total amount resulting from the billing of all charges under this rate schedule shall be adjusted by a discount of 36 percent for Customers in Eastern Massachusetts and Western Massachusetts.

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment
Renewable Energy Charge
Performance Based Revenue Adjustment
Vegetation Management
Solar Massachusetts Renewable Target
Grid Modernization Factor

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment
Solar Program Cost Adjustment
Transition Cost Adjustment
Energy Efficiency Charge
Solar Expansion Cost Recovery Mechanism
Miscellaneous Charges
2017 Tax Act Credit
Advanced Metering Infrastructure

FARM DISCOUNT

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

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RESIDENTIAL SPACE HEATING ASSISTANCE

RATE R-4

- (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 200 percent of the federal poverty level based on a household's gross income, or other criteria approved by the M.D.P.U.
- (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.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

AVAILABILITY

This rate is available for all non-residential uses of electricity to all Customers in the Greater Boston service area where the service voltage is less than 14,000 volts and whose the load for billing purposes does not exceed or is estimated not to exceed 10-100 kilowatts for 12 consecutive months. Customers with a demand exceeding 12 kilowatts in any month will be placed on Greater Boston Rate G-2. Demand meters will be installed for all new Customers regardless of the elected price option with either: (a) three phase service or (b) single phase service exceeding 100 amperes. Customers taking net metering service under M.D.P.U. No. 68 where the net metering facilities do not serve onsite load may require the installation of a demand meter and be assigned rates for customers without demand meters. 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. All new customers will be assigned the Non-Demand Price Option unless otherwise requested by the customer. Customers with demand that does not exceed 10 kilowatts for 12 consecutive months may not elect the Demand Price Option.

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 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

FOR CUSTOMERS WITHOUT DEMAND METERS Service under this rate schedule is available through a Non-Demand Price Option and a Demand Price Option at the Customer's choice as set forth below.

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 1 as in effect from time to time.

Transition: As per M.D.P.U. No. 1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

FOR CUSTOMERS WITH DEMAND METERS

DELIVERY SERVICES:
— CUSTOMER CHARGE: AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
DISTRIBUTION (DEMAND):
FIRST 10 KILOWATTS OR LESS AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
OVER 10 KILOWATTS AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
——DISTRIBUTION (ENERGY):
FIRST 2,000 KWH AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
NEXT 150 HOURS USE OF THE BILLING KW AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM
TIME TO TIME.
EACH ADDITIONAL KWH AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
TRANSITION (ENERGY):
FIRST 2,000 KWH AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
NEXT 150 HOURS USE OF THE BILLING KW AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM
TIME TO TIME.
EACH ADDITIONAL KWH AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
TRANSMISSION (DEMAND):
FIRST 10 KILOWATTS OR LESS AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
OVER 10 KILOWATTS AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
TRANSMISSION (ENERGY):
FIRST 2,000 KWH AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.
NEXT 150 HOURS USE OF THE BILLING KW AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

TIME TO TIME.

EACH ADDITIONAL KWH AS PER M.D.P.U. NO. 1 AS IN EFFECT FROM TIME TO TIME.

SUPPLIER SERVICES: (OPTIONAL)

BASIC SERVICE: AS IN EFFECT PER TARIFF

MINIMUM CHARGE:

THE MINIMUM CHARGE PER MONTH SHALL BE THE CUSTOMER CHARGE.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge **Energy Efficiency Charge** Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit Grid Modernization Factor Advanced Metering Infrastructure

PRIMARY METERING CREDIT

A credit of two percent of volumetric (per kWh) charges will be made when energy is metered at the nominal voltage of 2,400 volts single phase or 4,160 volts three phase.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 2,400 volts single phase or 4,160 volts three phase.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

METER READING AND BILLING

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

The Company may install a demand meter on existing Customer premises where the Customer use exceeds 3,000 kilowatt hours in any one month.

DETERMINATION OF BILLING DEMAND

The billing demand will be the maximum fifteen-minute demand (either kilowatts or 90 percent of the kilovolt-amperes) as determined by meter during the monthly billing period. Demands established prior to the application of this rate shall be considered as having been established under this rate.

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.

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January

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

TERMS OF PAYMENT

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

TERM

Service under this rate and the elected price option shall be for a minimum term of 12 consecutive months and shall continue thereafter until terminated 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 October 1, 1993.

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d/b/a EVERSOURCE ENERGY

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M.D.P.U. No.

Cancels M.D.P.U. No.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

AVAILABILITY

Service under this rate is available for all use at a single location in the Greater Boston service area on contiguous private property if service is supplied to the Customer and metered at 14,000 volts nominal or greater and if the Customer furnishes, installs, owns and maintains at his expense all protective devices, transformers and other equipment required by the Company. 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, three-phase alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 14,000 volts or greater.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

——Distribution—(Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Transition (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Transition (Energy):

Peak Hours Use

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transmission (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

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NSTAR ELECTRIC COMPANY 13D13E d/b/a EVERSOURCE ENERGY 13C13D

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Cancels M.D.P.U. No.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transmission Service Cost Adjustment Transition Cost Adjustment Transition Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor

Advanced Metering Infrastructure

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF BILLING DEMAND

The billing demand will be the maximum fifteen-minute demand (either kilowatts or 90 percent of the kilovolt-amperes) as determined by meter during the monthly billing period, except any demand recorded during off-peak hours will be reduced by 70 percent. Demands established prior to the application of this rate shall be considered as having been established under this rate.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

BILLING

In determining if a demand charge reduction is applicable, the following defines the peak and off-peak periods:

(1) During the months of June through September, the peak period shall be the hours between 9 A.M. and 6 P.M. weekdays. During the months of October through May, the peak period shall be the hours between 8 A.M. and 9 P.M. weekdays.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA LARGE GENERAL SERVICE

RATE G-3

—(2) All other hours shall be off-peak including twelve Massachusetts holidays as follows:

New Year's Day
Martin L. King Day
Columbus Day
President's Day
Veteran's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

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 October 1, 1993.

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No.

EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA OPTIONAL -TIME OF USE

RATE T-1 (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, this rate is available for all non-residential uses of electricity to Customers in the Greater Boston service area who take all of their electric service through a single meter, subject to the availability of time-of-use meters as determined by the Company. This rate is not available when Customer's load for billing purposes either exceeds or is estimated to exceed 10 kilowatts in any billing month. The Company may install a demand meter on a Customer's premises where the Customer's use exceeds 3,000 kilowatt hours in any one month so as to evaluate the Customer's load for transfer to Rate T 2.

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 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

sued by: Craig A. Hallstron 19<u>January 14, 2022</u> President	Filed: Effective:	_ October 31
Transmission:		
Transition: Peak Hours Use Off Peak Hours Use	As per M.D.P.U. No. 1 as in effect from time to —As per M.D.P.U. No. 1 as in effect from time to	
Distribution: Peak Hours Use Off-Peak Hours Use	As per M.D.P.U. No. 1 as in effect from As per M.D.P.U. No. 1 as in effect from	
Customer Charge:	As per M.D.P.U. No. 1 as in effect from	time to time.

Schedule 2

NSTAR ELECTRIC COMPANY

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M.D.P.U. No.

Cancels M.D.P.U. No.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA OPTIONAL -TIME OF USE

RATE T-1 (CLOSED)

Peak Hours Use

As per M.D.P.U. No. 1 as in effect from time to time.

Off Peak Hours Use

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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Cancels

NSTAR ELECTRIC COMPANY

d/b/a EVERSOURCE ENERGY

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M.D.P.U. No.

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EASTERN MASSACHUSETTS **GREATER BOSTON SERVICE AREA OPTIONAL -TIME OF USE**

RATE T-1 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment

Renewable Energy Charge **Energy Efficiency Charge**

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor Advanced Metering Infrastructure

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

BILLING PERIODS

Two daily time periods are included in this rate as follows:

- (1) During the months of June through September, the peak period shall be the hours between 9 A.M. and 6 P.M. weekdays. During the months of October through May, the peak period shall be the hours between 8 A.M. and 9 P.M. weekdays.
- (2) All other hours shall be off-peak including twelve Massachusetts holidays as follows:

New Year's Day Labor Day Martin L. King Day Columbus Day

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NSTAR ELECTRIC COMPANY

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M.D.P.U. No.

Cancels M.D.P.U. No.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA OPTIONAL -TIME OF USE

RATE T-1 (CLOSED)

President's Day Patriot's Day Memorial Day Independence Day Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day

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.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA OPTIONAL -TIME OF USE

RATE T-1 (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 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 October 1, 1993.

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M.D.P.U. No.

Cancels M.D.P.U. No.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MEDIUM TIME OF USEGENERAL SERVICE

RATE TG-2

AVAILABILITY

Service under this rate is available for all use at a single location in the Greater Boston service area where the service voltage is less than 1014,000 volts and the monthly demand is equal to or greater than 10-100 kilowatts for 12 consecutive months. Customers with monthly demands less than 150 kW will be evaluated for transfer to Greater Boston Rate G 2.—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: The Customer Charge shall be based on the maximum monthly

billing demand in the most recent twelve months and will be:

As per M.D.P.U. No. 1 as in effect from time to time.

Distribution (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Transition (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Transition (Energy):

-As per M.D.P.U. No. 1 as in effect from time to time. Peak Hours Use

Off-Peak Hours Use As per M.D.P.U. No. 1 as in effect from time to time.

Transmission (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MEDIUM TIME OF USEGENERAL SERVICE

RATE TG-2

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 provisions:

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Transmission Service Cost Adjustment Renewable Energy Charge Performance Based Revenue Adjustment Vegetation Management Solar Massachusetts Renewable Target Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment
Solar Program Cost Adjustment
Transition Cost Adjustment
Energy Efficiency Charge
Solar Expansion Cost Recovery Mechanism
Miscellaneous Charges
2017 Tax Act Credit

Advanced Metering Infrastructure

PRIMARY METERING CREDIT

Grid Modernization Factor

A credit of two percent of the total bill (not including other Miscellaneous Charges and before the deduction of the Transformer Ownership Allowance) volumetric (per kWh) charges will be made when energy is metered at the nominal voltage of 2,400 volts single phase or 4,160 volts three phase.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by 12 cents 1.26 per kilowatt of demand when the demand is 75 kilowatts or more and the nominal voltage is 2,400 volts single phase or 4,160 three phase.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MEDIUM TIME OF USEGENERAL SERVICE

RATE TG-2

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF DEMAND

The billing demand will be the maximum fifteen-minute demand (either kilowatts or 90 percent of the kilovolt-amperes) as determined by meter during the monthly billing period, except any demand recorded during off-peak hours will be reduced by 55 percent. Demands established prior to the application of this rate shall be considered as having been established under this rate.

BILLING

In determining if a demand charge reduction is applicable, the following defines the peak and off-peak periods:

- (1) During the months of June through September, the peak period shall be the hours between 9 A.M. and 6 P.M. weekdays. During the months of October through May, the peak period shall be the hours between 8 A.M. and 9 P.M. weekdays.
- (2) All other hours shall be off-peak including twelve Massachusetts holidays as follows:

New Year's Day Martin L. King Day President's Day Patriot's Day Memorial Day Independence Day Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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.

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M.D.P.U. No.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MEDIUM TIME OF USEGENERAL SERVICE

RATE $\overline{+G}$ -2

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 October 1, 1993.

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Cancels M.D.P.U. No. 16B16C

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MASSACHUSETTS WATER RESOURCES AUTHORITY

RATE WR

AVAILABILITY

Service under this rate is available for electricity supplied and delivered in bulk for the purpose of construction and operation of the Deer Island Treatment Facility from NSTAR Electric's K Street Transmission Station. 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 high tension alternating current, 60 cycles, 3 phase, at 115,000 volts nominal under this rate schedule.

RATE PER MONTH

Delivery Services:

Customer Charge:	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution Demand:	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution-Transition: Energy	As per M.D.P.U. No. 1 as in effect from time to time.
Transmission Demand	As per M.D.P.U. No. 1 as in effect from time to time.
Transition Energy	As per M.D.P.U. No. 1 as in effect from time to time.
Transition Cost Adjustment:	(See Special Provisions)
Transmission:	As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge or the Distribution Charge, as applicable. See also Special Provision 2 that specifies annual minimum transition charge payments as applicable.

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NSTAR ELECTRIC COMPANY 16C16D d/b/a EVERSOURCE ENERGY M.D.P.U. No.

Cancels M.D.P.U. No. 16B16C

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MASSACHUSETTS WATER RESOURCES AUTHORITY

RATE WR

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

DETERMINATION OF DEMAND

The billing demand will be the maximum fifteen-minute demand (either kilowatts or 90 percent of the kilovolt-amperes) as determined by meter during the monthly billing period, except any demand recorded during off-peak hours will be reduced by 70 percent. Demands established prior to the application of this rate shall be considered as having been established under this rate.

BILLING

In determining if a demand charge reduction is applicable, the following defines the peak and off-peak periods:

(1) During the months of June through September, the peak period shall be the hours between 9 A.M. and 6 P.M. weekdays. During the months of October through May, the peak period shall be the hours between 8 A.M. and 9 P.M. weekdays.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MASSACHUSETTS WATER RESOURCES AUTHORITY

RATE WR

2) All other hours shall be off-peak including twelve Massachusetts holidays as follows:

New Year's Day Martin L. King Day President's Day Patriot's Day Memorial Day Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Independence Day Christmas Day

SPECIAL PROVISIONS

Calculation of Transition Cost Adjustment:

- 1. The Transition Cost Adjustment shall be calculated annually in accordance with the provision of the Settlement Agreement approved in <u>Boston Edison Company</u>, D.T.E. 01-108. The provisions of the Settlement Agreement provide that the Transition Cost Charge Factor results in the payment, under this rate, of an increasing percentage of the Company's annual uniform transition charges over time. For the years 2005 through 2007, a Transition Cost Charge Factor equal to 84.6% will be applied to the uniform transition charge applicable to all Customers in the calendar year as calculated by the Company. For the years 2008 through 2010, a Transition Cost Charge Factor equal to 92.3% will be applied to the uniform transition charge applicable to all Customers in the calendar year as calculated by the Company. Accordingly, the Transition Cost Adjustment is equal to: (a) (the Transition Cost Charge Factor-1) times (b) the uniform transition charge. Beginning on January 1, 2011, the Transition Cost Charge shall be equal to the Uniform Transition Cost Charge applicable to all Customers in the calendar year.
- 2. The Settlement Agreement approved in <u>Boston Edison Company</u>, D.T.E. 01-108 provides for a schedule of annual minimum kilowatt-hour usage levels to be used when calculating the annual transition charge contributions under this rate schedule. Accordingly, the annual minimum usage level shall be 116,000,000 kilowatt-hours applicable to the years 2005 through 2007 and shall be 110,000,000 kilowatt-hours applicable to the years 2008 through 2010.

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EASTERN MASSACHUSETTS GREATER BOSTON SERVICE AREA MASSACHUSETTS WATER RESOURCES AUTHORITY

RATE WR

TERMS OF PAYMENT

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

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M.D.P.U. No.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

AVAILABILITY

This rate is available for all non-residential uses of electricity to all Customers in the Cambridge service area where the service voltage is less than 13,800 volts and the demand does not exceed or is estimated not to exceed 100 kilowatts whose load for billing purposes is or is estimated to be greater than 10 kilowatts for three consecutive billing months but not greater than 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 voltages 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 three-phase at approximately 120/208 or 277/480 volts. In addition, the Company will provide service at approximately 575 volts to service locations existing prior to December 1, 1987.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution (Demand):

First 10 kilowatts

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Distribution (Energy): As per M.D.P.U. No. 1 as in effect from time to time.

Transition (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Transmission (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

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EASTERN MASSACHUSETTS
CAMBRIDGE SERVICE AREA
SMALL GENERAL SERVICE

RATE G-1

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense

Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment **Energy Efficiency Charge**

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF BILLING DEMAND

The demand for billing purposes shall be the highest 15 minute demand in kilowatts established during the billing month as measured on a suitable meter or as determined by any other accepted method, at the option of 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.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

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 \$5.95 per month per kilowatt 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 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 March 1, 1995.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE MEDIUM GENERAL TIME-OF-USE SECONDARY-SERVICE

RATE G-2

AVAILABILITY

This rate is available for all uses of electricity to Customers in the Cambridge service area where the service voltage is less than 13,800 volts and the demand whose metered load exceeds or is estimated to exceed 100 kilowatts for at least 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, three-phase, alternating current service at either secondary or primary voltages under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 120/208, 277/480 or 2400/4160 volts. In addition, the Company will provide service at approximately 575 volts to service locations existing prior to December 1, 1987.

RATE PER MONTH

Delivery Services:

Customer Charge:	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Demand):	
First 100 kilovolt-amperes	As per M.D.P.U. No. 1 as in effect from time to time.
Over 100 kilovolt amperes	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Energy):	—As per M.D.P.U. No. 1 as in effect from time to time.
Transition (Demand):	As per M.D.P.U. No. 1 as in effect from time to time.
Transition (Energy):	
	Peak Load Period As per M.D.P.U. No. 1 as in effect from
time to time.	
— Low Load Period A	As per M.D.P.U. No. 1 as in effect from time to time.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE MEDIUM GENERAL TIME-OF-USE SECONDARY-SERVICE

RATE G-2

Low Load Period B	As per M.D.P.U. No. 1 as in effect from time to time
Transmission (Demand): First 100 kilovolt amperes Over 100 kilovolt amperes	As per M.D.P.U. No. 1 as in effect from time to time ———————————————————————————————————
Supplier Services: (Optional)	
Basic Service:	As in effect per Tariff
Minimum Charge:	
The minimum charge per mo	onth shall be the Customer Charge.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE MEDIUM GENERAL TIME-OF-USE SECONDARY-SERVICE

RATE G-2

RATE ADJUSTMENTS

Grid Modernization Factor

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment
Renewable Energy Charge
Performance Based Revenue Adjustment
Vegetation Management
Solar Massachusetts Renewable Target

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment

Storm Cost Recovery Adjustment
Solar Program Cost Adjustment
Transition Cost Adjustment
Energy Efficiency Charge
Solar Expansion Cost Recovery A

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

PRIMARY SERVICEMETERING CREDIT

When the Customer takes service at the Company's available primary voltage (2400/4160 volts) 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 at primary voltage to a Customer taking primary voltage service, a discount of two percent (2%) will apply to the bill amount volumetric (per kWh) charges as determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 2,400 volts single phase or 4,160 volts three phase.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE MEDIUM GENERAL TIME-OF-USE SECONDARY-SERVICE

RATE G-2

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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 47% of the maximum 15-minute demand in kilovolt-amperes established during any billing period of the billing month.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE MEDIUM GENERAL TIME-OF-USE SECONDARY-SERVICE

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 \$5.85 per month per kilovolt ampere or fraction thereof of installed capacity of such equipment will apply and will be added

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE MEDIUM GENERAL TIME-OF-USE SECONDARY-SERVICE

RATE G-2

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.

SPECIAL PROVISION

Upon the request of a Customer, the Company may elect to supply service under this rate at approximately 13,800 volts at temporary service locations only.

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.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE MEDIUM GENERAL TIME OF USE SECONDARY SERVICE

RATE G-2

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 March 1, 1995.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE LARGE GENERAL TIME OF USESERVICE 13.8 KV SERVICE

RATE G-3

AVAILABILITY

This rate is available for all uses of electricity to Customers in the Cambridge service area whose metered load exceeds or is estimated to exceed 100 kilowatts for at least 12 consecutive billing months and the service voltage is 13,800 volts or higher. 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, three-phase, alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 13,800 volts.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time. Distribution (Demand): First 100 kilovolt-amperes As per M.D.P.U. No. 1 as in effect from time to time. Over 100 kilovolt-amperes —As per M.D.P.U. No. 1 as in effect from time to time. As per M.D.P.U. No. 1 as in effect from time to time. Distribution (Energy): Transition (Demand): First 100 kilovolt-amperes As per M.D.P.U. No. 1 as in effect from time to time. Over 100 kilovolt amperes

As per M.D.P.U. No. 1 as in effect from time to time. Transmission (Demand): First 100 kilovolt-amperes As per M.D.P.U. No. 1 as in effect from time to time. Over 100 kilovolt-amperes -As per M.D.P.U. No. 1 as in effect from time to time.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE LARGE GENERAL TIME-OF-USESERVICE 13.8 KV SERVICE

RATE G-3

Transition (Energy): As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE LARGE GENERAL TIME-OF-USESERVICE 13.8 KV SERVICE

RATE G-3

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment **Energy Efficiency Charge**

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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 26% of the maximum 15-minute demand in kilovolt-amperes established during any billing period of the billing month.

BILLING PERIODS

Peak Load Period:

During that portion of the year when eastern daylight savings time is in effect, the period beginning

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE LARGE GENERAL TIME OF USESERVICE 13.8 KV SERVICE

RATE G-3

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 \$2.47 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.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA LARGE LARGE GENERAL TIME-OF-USESERVICE 13.8 KV SERVICE

RATE G-3

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 March 1, 1995.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA COMMERCIAL SPACE HEATING

RATE G-5 (CLOSED)

AVAILABILITY

This rate is available only at existing service locations to Customers in the Cambridge service area who were taking service hereunder prior to December 1, 1985 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. Incidental water heating, not including central kitchen or laundry use, may be included in this service at the Company's option. 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 either single-phase at approximately 120/240 or 120/208 volts or three-phase at approximately 120/208 or 277/480 volts.

RATE PER MONTH

Delivery Services:

Customer Charge:

As per M.D.P.U. No. 1 as in effect from time to time.

Distribution:

First 5,000 kilowatt hours

Over 5,000 kilowatt hours

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transmission:

First 5,000 kilowatt hours

Over 5,000 kilowatt hours

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA COMMERCIAL SPACE HEATING

RATE G-5 (CLOSED)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA COMMERCIAL SPACE HEATING

RATE G-5 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Pension Adjustment Methanism
Net Metering
Long Term R
Storm Cost R

Basic Service Cost Adjustment Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA COMMERCIAL SPACE HEATING

RATE G-5 (CLOSED)

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 March 1, 1995.

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24D24E

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24C24D

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA OPTIONAL GENERAL-TIME-OF-USE

RATE G-6 (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, this rate is available for all non-residential uses of electricity to Customers in the Cambridge service area who take all of their electric service through a single meter, subject to the availability of time-of-use meters as determined by the Company. This rate is not available when Customer's load for billing purposes either exceeds or is estimated to exceed 10 kilowatts in any 3 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 voltages 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 three-phase at approximately 120/208 or 277/480 volts. In addition, the Company will provide service at approximately 575 volts to service locations existing prior to December 1, 1987.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution:

Peak Load Period As per M.D.P.U. No. 1 as in effect from time to time. Low Load Period As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

Peak Load Period

As per M.D.P.U. No. 1 as in effect from time to time.

Low Load Period

As per M.D.P.U. No. 1 as in effect from time to time.

Transmission:

Peak Load Period As per M.D.P.U. No. 1 as in effect from time to time.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-6 (CLOSED)

Low Load Period As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic 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 provisions:

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment

Basic Service Cost Adjustment Solar Program Cost Adjustment

Transmission Service Cost Adjustment
Renewable Energy Charge

Transmission Cost Adjustment
Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor

Advanced Metering Infrastructure

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA OPTIONAL GENERAL-TIME-OF-USE

RATE G-6 (CLOSED)

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.

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.

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 March 1, 1995.

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NSTAR ELECTRIC COMPANY

25C
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25A25B

M.D.P.U. No. 25B

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA STANDBY SERVICE

RATE SB-1 (13.8 kV) (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, service is available under this rate to any Customer in the Cambridge service area with an alternative source of power who requests firm delivery of standby service and for whom the Company has an obligation to serve. The Company must have the ability to meter the alternative source of power. Standby Service is intended to deliver to the Customer a replacement supply of power when the Customer's alternative source of power is either partially or totally unavailable. A Customer requesting Standby Service is required to take service under this rate schedule if the Customer's alternative source of power (1) exceeds 100 kilowatts, and (2) supplies at least 20 percent of the Customer's total integrated electrical load. Standby Service 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, three phase, alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 13,800 volts.

DEFINITIONS

- A. "<u>Actual Metered Demand</u>" for any billing month means the demand as determined periodically in accordance with the provisions of the Otherwise Applicable Rate Schedule as measured by the Company's billing meter or meters located at the interconnection point of the Company's facilities and the Customer's facilities during the billing month.
- B "<u>Actual Metered Energy</u>" for any billing month means the sum of the energy associated with the Actual Metered Demands.
- C. "<u>Alternative Power</u>" means the power in kilovolt-amperes (kVa) measured by the meter or meters located at the interconnection of the Alternative Source of Power and the Customer's internal load. The basis for determining the quantity of kVa of Alternative Power shall be consistent with the provisions for determining billing demand as stated in the Otherwise Applicable Rate Schedule.

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RATE SB-1 (13.8 kV) (CLOSED)

- D. "<u>Alternative Source of Power</u>" refers to the source, and the Customer's entitlement to such source from which the Customer receives power.
- E. "<u>Internal Customer Demand</u>" means the sum of the coincident amount of Actual Metered Demand and Alternative Power.
- F. "<u>Maintenance Energy</u>" means the Actual Metered Energy minus the delivered Supplemental Energy during the period when Maintenance Service is provided to the Customer.
- G. "<u>Maintenance Service</u>" means the electric energy or capacity delivered by the Company to replace energy or capacity ordinarily provided by the facilities that make up the Customer's Alternative Source of Power when such facilities are withdrawn from service for Scheduled Maintenance.
- H. "Otherwise Applicable Rate Schedule" refers to the rate schedule under which the Customer would have received delivery of electric service from the Company if the Customer had no Alternative Source of Power.
- I. "Peak Period" shall be as defined in the Otherwise Applicable Rate Schedule.
- J. "Replacement Demand" for any billing month means the difference between the coincident amounts of the lesser of either the Standby Contract Demand, or the Internal Customer Demand, and the Alternative Power. The Replacement Demand shall be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- K. "Replacement Energy" for any billing month means the sum of the energy associated with the Replacement Demands less Maintenance Energy during the billing month.
- L. "Scheduled Maintenance" means maintenance performed in accordance with the following provisions: (1) maintenance is not scheduled during the Peak Period of the months January, July, August and December; (2) unless specifically approved by the Company, maintenance will not be provided for more than four consecutive weeks per request; (3) the Customer provides the Company with a preliminary written maintenance schedule by December 1 of each year; (4) the Company approves the maintenance schedule; and (5) the Customer provides written notification to the

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RATE SB-1 (13.8 kV) (CLOSED)

Company of the dates and duration of the outage 30 days prior to the actual outage. If a Customer's maintenance is not performed in accordance with the defined provisions, it will be billed at the Standby Service Rate Schedule.

- M. "<u>Standby Contract Demand</u>" means the specified maximum firm Replacement Demand that the Customer may take from the Company. The Standby Contract Demand shall be specified separately for the winter and summer periods and may not exceed the Customer's Alternative Source of Power.
- N. "<u>Standby Service</u>" means electric energy and capacity delivered by the Company to replace electric energy and capacity ordinarily provided by the Customer's Alternative Source of Power when such source of power is unavailable.
- O. "Supplemental Demand" for any billing month means the excess of the coincident amounts of Internal Customer Demand over the Standby Contract Demand. The Supplemental Demand will be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- P. "<u>Supplemental Energy</u>" for any billing month means the sum of energy associated with the Supplemental Demands of the billing month less the energy associated with the excess of the Alternative Power over the Standby Contract Demand.
- Q. "<u>Supplemental Service</u>" means electric energy or capacity delivered under normal conditions by the Company to meet the Customer's load in addition to capacity and energy which is being supplied by the Customer's Alternative Source of Power.

RATE PER MONTH

Delivery Services:

A. Administrative Charge: As per M.D.P.U. No. 1 as in effect from time to time.

B. Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

C. Distribution Capacity Charge: As per M.D.P.U. No. 1 as in effect from time to time

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RATE SB-1 (13.8 kV) (CLOSED)

times the maximum 15-minute Replacement Demand for the billing month.

D. Peak Period Capacity Charge:

Transmission: As per M.D.P.U. No. 1 as in effect from time to time times

the maximum 15-minute Replacement Demand established during the Peak Period of the billing month;

E. Transmission Capacity Reservation Charge:

As per M.D.P.U. No. 1 as in effect from time to time. Reservation Charge applied to Standby Contract Demand.

The total charges for transmission capacity in each month shall be the greater of the charges under D. or under E.

F. Transition Charge: As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services:(Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment

Transmission Service Cost Adjustment Solar Pr

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment

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RATE SB-1 (13.8 kV) (CLOSED)

Renewable Energy Charge Performance Based Revenue Adjustment Vegetation Management Solar Massachusetts Renewable Target Grid Modernization Factor Energy Efficiency Charge Solar Expansion Cost Recovery Mechanism Miscellaneous Charges 2017 Tax Act Credit Advanced Metering Infrastructure

OTHER PROVISIONS

- A. All electricity delivered to the Customer by the Company will be measured by meters installed at a single location, except where the Company deems it impractical to deliver electricity through one service, in which case the measurement of electricity may be accomplished by totaling meters from two or more locations.
- B. The Customer shall furnish at its expense a connection whereby the Company can meter the Customer's Alternative Source of Power at the interconnection of the Alternative Source of Power with the Customer's internal load.
- C. All electricity delivered shall be for the exclusive use of the Customer and shall not be resold.
- D. The Customer shall be assessed no more than one Administrative Charge for Standby, Maintenance and Supplemental Service. Therefore, if a Customer receives one such service, no additional Administrative Charge will be assessed for either or both of the remaining two services.
- E. The Customer shall be assessed no more than one Customer Charge for Standby, Maintenance, and Supplemental Service. Therefore, if a Customer receives one such service, no additional Customer Charge will be assessed for the second service. The applicable Customer Charge shall be that contained in the Standby and Maintenance Service Rates.
- F. If the Company delivers Maintenance Service to the Customer, the following will apply during the period when Maintenance Service is delivered: (1) the Distribution Capacity Charge will apply only if such charge is not otherwise billed under Standby Service during the billing month; and (2) the maximum Replacement Demand used to calculate the Peak Period Capacity charge shall be zero.

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G. The Customer shall be subject to the provisions of the Company's Requirements For Interconnection as they exist from time to time.

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.

TERM OF PAYMENT

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

TERM

Service under this rate shall be in accordance with the provisions of the Otherwise Applicable Rate Schedule.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MAINTENANCE SERVICE

RATE MS-1 (13.8 kV) (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, service is available under this rate to any Customer in the Cambridge service area with an alternative source of power who requests the delivery of maintenance service and for whom the Company has an obligation to serve. The Company must have the ability to meter the alternative source of power. Maintenance Service is intended to deliver to the Customer electric energy and capacity to replace energy and capacity ordinarily generated by the facilities that make up the Customer's alternative source of power when such facilities are withdrawn from service for maintenance scheduled in accordance with defined provisions. A Customer requesting Maintenance Service is required to take service under this rate schedule if the Customer's alternative source of power (1) exceeds 100 kilowatts, and (2) supplies at least 20 percent of their total integrated electrical load. Maintenance Service 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, three phase, alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 13,800 volts.

DEFINITIONS

- "Actual Metered Demand" for any billing month means the demand as determined periodically in A. accordance with the provisions of the Otherwise Applicable Rate Schedule as measured by the Company's billing meter or meters located at the interconnection point of the Company's facilities and the Customer's facilities during the billing month.
- В "Actual Metered Energy" for any billing month means the sum of the energy associated with the Actual Metered Demands.
- C. "Alternative Power" means the power in kilovolt-amperes (kVa) measured by the meter or meters located at the interconnection of the Alternative Source of Power and the Customer's internal load. The basis for determining the quantity of kVa of Alternative Power shall be consistent with the provisions for determining billing demand as stated in the Otherwise Applicable Rate Schedule.
- D. "Alternative Source of Power" refers to the source, and the Customer's entitlement to such source

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RATE MS-1 (13.8 kV) (CLOSED)

from which the Customer receives power.

- E. "<u>Internal Customer Demand</u>" means the sum of the coincident amount of Actual Metered Demand and Alternative Power.
- F. "<u>Maintenance Energy</u>" means the Actual Metered Energy minus the delivered Supplemental Energy during the period when Maintenance Service is provided to the Customer.
- G. "<u>Maintenance Service</u>" means the electric energy or capacity delivered by the Company to replace energy or capacity ordinarily provided by the facilities that make up the Customer's Alternative Source of Power when such facilities are withdrawn from service for Scheduled Maintenance.
- H. "Otherwise Applicable Rate Schedule" refers to the rate schedule under which the Customer would have received delivery of electric service from the Company if the Customer had no Alternative Source of Power.
- I. "Peak Period" shall be as defined in the Otherwise Applicable Rate Schedule.
- J. "Replacement Demand" for any billing month means the difference between the coincident amounts of the lesser of either the Standby Contract Demand, or the Internal Customer Demand, and the Alternative Power. The Replacement Demand shall be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- K. "Replacement Energy" for any billing month means the sum of the energy associated with the Replacement Demands less Maintenance Energy during the billing month.
- L. "Scheduled Maintenance" means maintenance performed in accordance with the following provisions: (1) maintenance is not scheduled during the Peak Period of the months January, July, August and December; (2) unless specifically approved by the Company, maintenance will not be provided for more than four consecutive weeks per request; (3) the Customer provides the Company with a preliminary written maintenance schedule by December 1 of each year; (4) the Company approves the maintenance schedule; and (5) the Customer provides written notification to the Company of the dates and duration of the outage 30 days prior to the actual outage. If a Customer's maintenance is not performed in accordance with the defined provisions, it will be billed at the Standby Service Rate Schedule.

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA MAINTENANCE SERVICE

RATE MS-1 (13.8 kV) (CLOSED)

- M. "Standby Contract Demand" means the specified maximum firm Replacement Demand that the Customer may take from the Company. The Standby Contract Demand shall be specified separately for the winter and summer periods and may not exceed the Customer's Alternative Source of Power.
- N. "<u>Standby Service</u>" means electric energy and capacity delivered by the Company to replace electric energy and capacity ordinarily provided by the Customer's Alternative Source of Power when such source of power is unavailable.
- O. "Supplemental Demand" for any billing month means the excess of the coincident amounts of Internal Customer Demand over the Standby Contract Demand. The Supplemental Demand will be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- P. "Supplemental Energy" for any billing month means the sum of energy associated with the Supplemental Demands of the billing month less the energy associated with the excess of the Alternative Power over the Standby Contract Demand.
- Q. "<u>Supplemental Service</u>" means electric energy or capacity delivered under normal conditions by the Company to meet the Customer's load in addition to capacity and energy which is being supplied by the Customer's Alternative Source of Power.

RATE PER MONTH

Delivery Services:

A. Administrative Charge: As per M.D.P.U. No. 1 as in effect from time to time.

B. Customer Charge: As per M.D.P.U. No. 1 as in effect from time to time.

C. Distribution Capacity Charge: As per M.D.P.U. No. 1 as in effect from time to time times the

maximum 15-minute Replacement Demand for the billing

month.

D. Transition Charge: As per M.D.P.U. No. 1 as in effect from time to time.

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RATE MS-1 (13.8 kV) (CLOSED)

Supplier Services:(Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Transmission Service Cost Adjustment Renewable Energy Charge Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

OTHER PROVISIONS

- A. All electricity delivered to the Customer by the Company will be measured by meters installed at a single location, except that where the company deems it impractical to deliver electricity through one service, the measurement of electricity may be accomplished by totaling meters from two or more locations. When the Customer's generating facilities are capable of operating in parallel with the Company's supply, the Customer shall furnish at its expense, a connection whereby the Company can meter the output of the Customer's generating facilities.
- B. All electricity delivered shall be for the exclusive use of the Customer and shall not be resold.
- C. The Customer shall be assessed no more than one Administrative Charge for Standby, Maintenance and Supplemental Service. Therefore, if a Customer receives one such service, no additional

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RATE MS-1 (13.8 kV) (CLOSED)

Administrative Charge will be assessed for either or both of the remaining two services.

- D. The Customer shall be assessed no more than one Customer Charge for Standby, Maintenance, and Supplemental Service. Therefore, if a Customer receives one such service, no additional Customer Charge will be assessed for the second service. The applicable Customer Charge shall be that contained in the Standby and Maintenance Service Rates.
- E. If the Customer also receives Standby Service from the Company, the following will apply during the period when Maintenance Service is taken: (1) the Distribution Capacity Charge will apply only if such charge is not otherwise billed under Standby Service during the billing month; and (2) the maximum Replacement Demand used to calculate the Peak Period Capacity Charge shall be zero.
- F. The Customer shall be subject to the provisions of the Company's Requirements for Interconnection as they exist from time to time.

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.

TERM OF PAYMENT

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

TERM

Service under this rate shall be in accordance with the provisions of the Otherwise Applicable Rate Schedule.

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RATE MS-1 (13.8 kV) (CLOSED)

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SUPPLEMENTAL SERVICE

RATE SS-1 (13.8 kV) (CLOSED)

AVAILABILITY

Upon written application and the execution of an electric service agreement, service is available under this rate to any Customer in the Cambridge service area with an alternative source of power in operation prior to October 31, 2003 and for whom the Company has an obligation to serve. The Company must have the ability to meter the alternative source of power. Supplemental Service is intended to deliver power to supplement the output of the Customer's alternative source of power where the alternative source of power is less than the Customer's maximum electrical load. A Customer requesting Supplemental Service is required to take service under this rate schedule if the Customer's alternative source of power (1) exceeds 100 kilowatts, and (2) supplies at least 20 percent of the Customer's total integrated electrical load. Standby Service 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, three phase, alternating current service at primary voltage under this rate schedule. As available and at the Company's option, such service shall be supplied at approximately 13,800 volts.

DEFINITIONS

- A. "<u>Actual Metered Demand</u>" for any billing month means the demand as determined periodically in accordance with the provisions of the Otherwise Applicable Rate Schedule as measured by the Company's billing meter or meters located at the interconnection point of the Company's facilities and the Customer's facilities during the billing month.
- B "<u>Actual Metered Energy</u>" for any billing month means the sum of the energy associated with the Actual Metered Demands.
- C. "Alternative Power" means the power in kilovolt-amperes (kVa) measured by the meter or meters located at the interconnection of the Alternative Source of Power and the Customer's internal load. The basis for determining the quantity of kVa of Alternative Power shall be consistent with the provisions for determining billing demand as stated in the Otherwise Applicable Rate Schedule.
- D. "Alternative Source of Power" refers to the source, and the Customer's entitlement to such source

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from which the Customer receives power.

- E. "<u>Internal Customer Demand</u>" means the sum of the coincident amount of Actual Metered Demand and Alternative Power.
- F. "<u>Maintenance Energy</u>" means the Actual Metered Energy minus the delivered Supplemental Energy during the period when Maintenance Service is provided to the Customer.
- G. "<u>Maintenance Service</u>" means the electric energy or capacity delivered by the Company to replace energy or capacity ordinarily provided by the facilities that make up the Customer's Alternative Source of Power when such facilities are withdrawn from service for Scheduled Maintenance.
- H. "Otherwise Applicable Rate Schedule" refers to the rate schedule under which the Customer would have received delivery of electric service from the Company if the Customer had no Alternative Source of Power.
- I. "Peak Period" shall be as defined in the Otherwise Applicable Rate Schedule.
- J. "Replacement Demand" for any billing month means the difference between the coincident amounts of the lesser of either the Standby Contract Demand, or the Internal Customer Demand, and the Alternative Power. The Replacement Demand shall be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- K. "Replacement Energy" for any billing month means the sum of the energy associated with the Replacement Demands less Maintenance Energy during the billing month.
- L. "Scheduled Maintenance" means maintenance performed in accordance with the following provisions: (1) maintenance is not scheduled during the Peak Period of the months January, July, August and December; (2) unless specifically approved by the Company, maintenance will not be provided for more than four consecutive weeks per request; (3) the Customer provides the Company with a preliminary written maintenance schedule by December 1 of each year; (4) the Company approves the maintenance schedule; and (5) the Customer provides written notification to the Company of the dates and duration of the outage 30 days prior to the actual outage. If a Customer's maintenance is not performed in accordance with the defined provisions, it will be

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billed at the Standby Service Rate Schedule.

- M. "Standby Contract Demand" means the specified maximum firm Replacement Demand that the Customer may take from the Company. The Standby Contract Demand shall be specified separately for the winter and summer periods and may not exceed the Customer's Alternative Source of Power.
- N. "<u>Standby Service</u>" means electric energy and capacity delivered by the Company to replace electric energy and capacity ordinarily provided by the Customer's Alternative Source of Power when such source of power is unavailable.
- O. "Supplemental Demand" for any billing month means the excess of the coincident amounts of Internal Customer Demand over the Standby Contract Demand. The Supplemental Demand will be determined periodically in accordance with the billing demand provisions of the Otherwise Applicable Rate Schedule but shall not be less than zero.
- P. "Supplemental Energy" for any billing month means the sum of energy associated with the Supplemental Demands of the billing month less the energy associated with the excess of the Alternative Power over the Standby Contract Demand.
- Q. "<u>Supplemental Service</u>" means electric energy or capacity delivered under normal conditions by the Company to meet the Customer's load in addition to capacity and energy which is being supplied by the Customer's Alternative Source of Power.

RATE PER MONTH

Delivery Services:

A. Administrative Charge: As per M.D.P.U. No. 1 as in effect from time to time.

B. Customer Charge: Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

C. Demand Charge: Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

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D. Energy Charge: Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

E. Transition Charge: Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

Supplier Services: (Optional) Will be billed in accordance with the provisions of the Otherwise

Applicable Rate Schedule.

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Storm Cost Recovery Adjustment

Solar Program Cost Adjustment

Transition Cost Adjustment

Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges Solar Massachusetts Renewable Target 2017 Tax Act Credit

Grid Modernization Factor

Advanced Metering Infrastructure

OTHER PROVISIONS

A. All electricity delivered to the Customer by the Company will be measured by meters installed at a single location, except where the Company deems it impractical to deliver electricity through one service, in which case the measurement of electricity may be accomplished by totaling meters from two or more locations.

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- B. The Customer shall furnish at its expense a connection whereby the Company can meter the output of the Customer's Alternative Source of Power.
- C. All electricity delivered shall be for the exclusive use of the Customer and shall not be resold.
- D. The Customer shall be assessed no more than one Administrative Charge for Standby, Maintenance and Supplemental Service. Therefore, if a Customer receives one such service, no additional Administrative Charge will be assessed for either or both of the remaining two services.
- E. The Customer shall be assessed no more than one Customer Charge for Standby, Maintenance, and Supplemental Service. Therefore, if a Customer receives one such service, no additional Customer Charge will be assessed for the second service. The applicable Customer Charge shall be that contained in the Standby and Maintenance Service Rates.
- F. If the Customer also receives Maintenance Service from the Company, the following will apply during the period when Maintenance Service is taken: (1) the Distribution Capacity Charge will only apply if such charge is not otherwise billed under Standby Service during the billing month; and (2) the maximum Replacement Demand used to calculate the Peak Period Capacity Charge shall be zero.
- G. The Customer shall be subject to the provisions of the Company's Requirements for Interconnection as they exist from time to time.

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.

TERM OF PAYMENT

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

TERM

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EASTERN MASSACHUSETTS CAMBRIDGE SERVICE AREA SUPPLEMENTAL SERVICE

RATE SS-1 (13.8 kV) (CLOSED)

Service under this rate shall be in accordance with the provisions of the Otherwise Applicable Rate Schedule.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

AVAILABILITY

This rate is available for all non-residential uses of electricity to all Customers in the South Shore, Cape Cod & Martha's Vineyard service area except those customers whose load for billing purposes either exceeds or is estimated to exceed 100 kilowatts in each of 12 consecutive billing months. Demand meters will be installed for all new Customers. 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 <u>less</u> than the kilowatt-hours used by the same Customer during the other eight billing months in the calendar year.

Delivery Services:

As per M.D.P.U. No. 1 as in effect from time to time.
As per M.D.P.U. No. 1 as in effect from time to time.
As per M.D.P.U. No. 1 as in effect from time to time.
As per M.D.P.U. No. 1 as in effect from time to time.
—As per M.D.P.U. No. 1 as in effect from time to time.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

Transition (Energy): As per M.D.P.U. No. 1 as in effect from time to time.

Transmission (Energy): As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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RATE G-1

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 <u>more</u> than the kilowatt-hours used by the same Customer during the other eight billing months in the calendar year.

Delivery Services:

Customer:	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Demand):	
First 10 kilowatts or less	As per M.D.P.U. No. 1 as in effect from time to time.
Over 10 kilowatts	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Energy):	
First 1,800 kilowatt-hours	As per M.D.P.U. No. 1 as in effect from time to time.
Over 1,800 kilowatt-hours	As per M.D.P.U. No. 1 as in effect from time to time.
Transition (Energy):	As per M.D.P.U. No. 1 as in effect from time to time.
Transmission (Energy):	As per M.D.P.U. No. 1 as in effect from time to time.
Supplier Services: (Optional)	
Basic 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

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RATE G-1

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 restoration charge per Appendix A of the Terms and Conditions for Distribution Service.

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 provisions:

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment
Renewable Energy Charge
Performance Based Revenue Adjustment
Vegetation Management
Solar Massachusetts Renewable Target
Grid Modernization Factor

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment
Solar Program Cost Adjustment
Transition Cost Adjustment
Energy Efficiency Charge
Solar Expansion Cost Recovery Mechanism
Miscellaneous Charges
2017 Tax Act Credit
Advanced Metering Infrastructure

PRIMARY SERVICEMETERING CREDIT

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.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

When the Company meters electricity at primary voltage to a Customer taking primary voltage service, a discount of 2% will apply to the volumetric (per kWh) bill amountcharges as determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA SMALL GENERAL SERVICE

RATE G-1

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.

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

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RATE G-1

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.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA MEDIUM GENERAL TIME-OF-USESERVICE

RATE G-2

AVAILABILITY

This rate is available for all uses of electricity to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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: As per M.D.P.U. No. 1 as in effect from time to time.

Distribution (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Distribution (Energy):

Peak Load Period As per M.D.P.U. No. 1 as in effect from time to time.

Low Load Period A As per M.D.P.U. No. 1 as in effect from time to time.

Low Load Period B As per M.D.P.U. No. 1 as in effect from time to time.

Transition (Energy): As per M.D.P.U. No. 1 as in effect from time to time.

Transmission (Demand): As per M.D.P.U. No. 1 as in effect from time to time.

Transmission (Energy): As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

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RATE G-2

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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RATE G-2

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Transmission Service Cost Adjustment Renewable Energy Charge

Performance Based Revenue Adjustment Vegetation Management

Solar Massachusetts Renewable Target Grid Modernization Factor Pension Adjustment Mechanism Net Metering Recovery Surcharge Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

PRIMARY SERVICEMETERING CREDIT

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 <u>bill amountvolumetric (per kWh) charges</u> determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

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RATE G-2

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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RATE G-2

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.

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

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RATE G-2

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.

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

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RATE G-2

non-emergency generator with a nameplate capacity greater than that in place on the Customer's location as of May 1, 1995.

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<u>EASTERN MASSACHUSETTS</u> SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA LARGE GENERAL TIME-OF-USESERVICE

RATE G-3

AVAILABILITY

This rate is available for all uses of electricity to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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:	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Demand):	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Energy): — Peak Load Period — Low Load Period A — Low Load Period B	As per M.D.P.U. No. 1 as in effect from time to time. As per M.D.P.U. No. 1 as in effect from time to time. As per M.D.P.U. No. 1 as in effect from time to time.
Transition (Demand):	As per M.D.P.U. No. 1 as in effect from time to time.
Transition (Energy): Peak Load Period Low Load Period A Low Load Period B	As per M.D.P.U. No. 1 as in effect from time to time. As per M.D.P.U. No. 1 as in effect from time to time. As per M.D.P.U. No. 1 as in effect from time to time.
Transmission-(Demand):	As per M.D.P.U. No. 1 as in effect from time to time.

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RATE G-3

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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RATE G-3

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Transmission Service Cost Adjustment Renewable Energy Charge Performance Based Revenue Adjustment Vegetation Management

Solar Massachusetts Renewable Target Grid Modernization Factor Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment
Solar Program Cost Adjustment

Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge Solar Expansion Cost Recovery

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

PRIMARY SERVICEMETERING CREDIT

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 volumetric (per kWh) charges determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

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If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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RATE G-3

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.

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.

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<u>EASTERN MASSACHUSETTS</u> <u>SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA</u> <u>LARGE GENERAL TIME-OF-USESERVICE</u>

RATE G-3

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.

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.

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<u>EASTERN MASSACHUSETTS</u> SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA LARGE GENERAL TIME-OF-USESERVICE

RATE G-3

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.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA GENERAL POWER

RATE G-4 (CLOSED)

AVAILABILITY

This rate is available for general power purposes only at existing service locations to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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 Charge:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Distribution (Energy):

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transmission (Energy):

As per M.D.P.U. No. 1 as in effect from time to time.

Transmission (Energy):

As per M.D.P.U. No. 1 as in effect from time to time.

effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA GENERAL POWER

RATE G-4 (CLOSED)

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA GENERAL POWER

RATE G-4 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge **Energy Efficiency Charge** Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism Vegetation Management Miscellaneous Charges

Grid Modernization Factor

Solar Massachusetts Renewable Target

Advanced Metering Infrastructure

2017 Tax Act Credit

PRIMARY SERVICEMETERING CREDIT

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 volumetric (per kWh) charges determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA GENERAL POWER

RATE G-4 (CLOSED)

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA 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.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA GENERAL POWER

RATE G-4 (CLOSED)

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA ALL-ELECTRIC SCHOOL

RATE G-6 (CLOSED)

AVAILABILITY

This rate is available only at existing service locations to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Transition:

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA ALL-ELECTRIC SCHOOL

RATE G-6 (CLOSED)

The minimum charge per month shall be the Customer Charge.

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Long
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment
Renewable Energy Charge
Performance Based Revenue Adjustment
Vegetation Management
Solar Massachusetts Renewable Target

Pensi
Net Mechanism
Storm
Storm
Storm
Solar
Transmission Service Cost Adjustment
Trans
Renewable Energy Charge
Solar
Vegetation Management
Solar
Misce

Grid Modernization Factor

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract A

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

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 SERVICEMETERING CREDIT

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 volumetric (per kWh) charges determined under all of the foregoing provisions of this rate schedule.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA ALL-ELECTRIC SCHOOL

RATE G-6 (CLOSED)

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (CLOSED)

AVAILABILITY

This rate is available for all non-residential uses of electricity to Customers in the South Shore, Cape Cod & Martha's Vineyard service area 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 <u>less</u> than the kilowatt-hours used by the same Customer during the other eight billing months in the calendar year.

Delivery Services:

Customer Charge:	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Demand):	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Energy):	
Peak Load Period	As per M.D.P.U. No. 1 as in effect from time to time.
— Low Load Period	As per M.D.P.U. No. 1 as in effect from time to time.
Transition (Energy):	As per M.D.P.U. No. 1 as in effect from time to time.
Transmission (Demand):	As per M.D.P.U. No. 1 as in effect from time to time.
Transmission (Energy):	As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (CLOSED)

Basic 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 <u>more</u> than the kilowatt-hours used by the same Customer during the other eight billing months in the calendar year.

Delivery Services:

Customer:	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Demand):	As per M.D.P.U. No. 1 as in effect from time to time.
Distribution (Energy):	
Peak Load Period	As per M.D.P.U. No. 1 as in effect from time to time.
Low Load Period	As per M.D.P.U. No. 1 as in effect from time to time.
Transition (Energy):	As per M.D.P.U. No. 1 as in effect from time to time.
Transmission (Demand):	As per M.D.P.U. No. 1 as in effect from time to time.
Transmission (Energy):	As per M.D.P.U. No. 1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

Minimum Charge:

The minimum charge per month shall be the Customer Charge.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (CLOSED)

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 restoration charge per Appendix A of the Terms and Conditions for Distribution Service.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment
Renewable Energy Charge
Performance Based Revenue Adjustment
Vegetation Management

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment
Storm Cost Recovery Adjustment
Solar Program Cost Adjustment
Transition Cost Adjustment
Energy Efficiency Charge
Solar Expansion Cost Recovery Mechanism
Miscellaneous Charges
2017 Tax Act Credit

Advanced Metering Infrastructure

PRIMARY SERVICEMETRING CREDIT

Solar Massachusetts Renewable Target

Grid Modernization Factor

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 volumetric (per kWh) charges determined under all of the foregoing provisions of this rate schedule.

TRANSFORMER OWNERSHIP ALLOWANCE

If a Customer furnishes, installs, owns and maintains at his expense all the protective devices, transformers, and other equipment required, as specified by the Company upon request, the electricity so supplied will be metered by the Company at line voltage and the monthly demand charges will be reduced by \$1.26 per kilowatt of demand when the nominal voltage is 13,200 volts or higher.

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RATE G-7 (CLOSED)

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (CLOSED)

DETERMINATION OF BILLING-CUSTOMER DEMAND

The demand Ffor 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.

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EASTERN MASSACHUSETTS SOUTH SHORE, CAPE COD & MARTHA'S VINEYARD SERVICE AREA OPTIONAL GENERAL TIME-OF-USE

RATE G-7 (CLOSED)

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.

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No.

WESTERN MASSACHUSETTS OPTIONAL WATER HEATING

RATE 23 (CLOSED)

APPLICABILITY

This rate is not available to new applicants after February 1, 2011. This rate is applicable to the use of electricity for water heating of any customer other than residential in the Western Massachusetts territory, except as noted herein. Available to residential customers where electricity supplies a portion of, but is not the sole source of, domestic hot water. Also available for centrally supplied water heating in apartment buildings.

This rate is not available for any space heating or for commercial or industrial processes.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 21 as in effect from time to time. Distribution: As per M.D.P.U. No. 2-1 as in effect from time to time. Transition: As per M.D.P.U. No. 2-1 as in effect from time to time. As per M.D.P.U. No. 2-1 as in effect from time to time. Transmission:

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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NSTAR ELECTRIC COMPANY

d/b/a EVERSOURCE ENERGY

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M.D.P.U. No.

M.D.P.U.

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No.

WESTERN MASSACHUSETTS OPTIONAL WATER HEATING

RATE 23 (CLOSED)

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment **Energy Efficiency Charge**

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

SPECIAL CONDITIONS

Service under this schedule will be supplied only at such hours as the Company may deem advisable, timing equipment being under the sole control of the Company. All water heaters and apparatus incidental thereto are subject to the Company's approval as to type and size.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

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Cancels M.D.P.U. No.

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WESTERN MASSACHUSETTS OPTIONAL WATER HEATING

RATE 23 (CLOSED)

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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WESTERN MASSACHUSETTS OPTIONAL CHURCH

RATE 24 (CLOSED)

APPLICABILITY

This rate is applicable to the use of electricity for lighting and incidental power in an edifice set apart exclusively for public worship and only for those customers in the Western Massachusetts territory receiving service on this rate as of the effective date hereof. This rate is not available to new applicants.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 2-1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transition: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 2-1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense Long Term Renewable Contract Adjustment

Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment
Transmission Service Cost Adjustment
Transmission Service Cost Adjustment
Transmission Service Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management Miscellaneous Charges

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WESTERN MASSACHUSETTS OPTIONAL CHURCH

RATE 24 (CLOSED)

Solar Massachusetts Renewable Target Grid Modernization Factor

2017 Tax Act Credit
Advanced Metering Infrastructure

DETERMINATION OF DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month, determined to the nearest one-half kW. When two or more meters are installed for billing under this rate as above provided, the Demand shall be the arithmetical sum of the demands separately determined, whether coincident or not.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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No.

WESTERN MASSACHUSETTS SMALL GENERAL SERVICE

RATE G-01

APPLICABILITY

This rate is applicable to all uses of electricity at a single location in the Western Massachusetts territory. Such service shall not exceed 349–100 kW. Demand meters will be installed for all new Customers regardless of the elected price option. All electricity delivered hereunder shall be measured through one metering equipment, except that, where the Company deems it impractical to deliver electricity through one service, or where more than one meter has been installed, then the measurement of the amount of electricity consumed may be by two or more meters. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not re-sell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished. All new customers will be assigned the Non-Demand Price Option unless otherwise requested by the customer. Unmetered customers may not elect the Demand Price Option.

Notwithstanding the foregoing, Rate 23 may be used in conjunction herewith and separately billed.

RATE PER MONTH

Service under this rate schedule is available through a Non-Demand Price Option and a Demand Price Option at the Customer's choice as set forth below.

Delivery Services:

Customer Charge: As per M.D.P.U. No. 2-1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transition: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 2-1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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Cancels M.D.P.U. No.

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WESTERN MASSACHUSETTS SMALL GENERAL SERVICE

RATE G-01

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment
Renewable Energy Charge
Performance Based Revenue Adjustment
Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Torm Pensyable Contract A

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment
Solar Program Cost Adjustment
Transition Cost Adjustment
Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to \$0.201.26 per kW.

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

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WESTERN MASSACHUSETTS SMALL GENERAL SERVICE

RATE G-01

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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No.

WESTERN MASSACHUSETTS SMALL GENERAL SERVICE

RATE G-01

DETERMINATION OF DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month, determined to the nearest one-half kW. When two or more meters are installed for billing under this rate as above provided, the Demand shall be the arithmetical sum of the demands separately determined, whether coincident or not.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule or price option within the first 12 months of the service.

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Cancels M.D.P.U. No.

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WESTERN MASSACHUSETTS PRIMARY MEDIUM GENERAL SERVICE

RATE G-2

APPLICABILITY

This rate is applicable only to the entire use of electricity at a single location in the Western Massachusetts territory where service requires only primary facilities. Such service shall be greater than 100 kW, but not exceed 349 kW. All electricity shall be measured through one meter, except that, where the Company deems it impractical to deliver electricity through one service, or where more than one meter has been installed, then the measurement of electricity may be by two or more meters. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished.

Notwithstanding the foregoing, Rate 23 may be used in conjunction herewith and separately billed.

RATE PER MONTH

Delivery Services:

Customer Charge: As per M.D.P.U. No. 2-1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transition: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 2-1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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WESTERN MASSACHUSETTS
PRIMARY MEDIUM GENERAL SERVICE

RATE G-2

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism Basic Service Cost Adjustment Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to \$0.201.26 per kW.

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

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No.

WESTERN MASSACHUSETTS PRIMARY MEDIUM GENERAL SERVICE

RATE G-2

DETERMINATION OF BILLING DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month determined to the nearest one-half kW.

POWER FACTOR CORRECTION

If a customer is found to have a power factor of less than 90% lagging, the Company may require correction to at least 90% lagging as a condition of service. If the customer does not correct the power factor to at least 90% lagging and the Company corrects the condition, the customer will reimburse the Company for all costs which it incurs.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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WESTERN MASSACHUSETTS OPTIONAL PRIMARY MEDIUM GENERAL SERVICE TIME-OF-USE

RATE T-4

APPLICABILITY

This rate is applicable only to the entire use of electricity at a single location in the Western Massachusetts territory—where service requires the use of primary facilities. Such service shall be greater than 100 kW, but shall not exceed 349 kW. All electricity delivered hereunder shall be measured through one meter. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished.

Notwithstanding the foregoing, Rate 23 may be used in conjunction herewith and separately billed.

RATE PER MONTH

ON-PEAK: Weekdays from 12 Noon to 8 p.m., EST

OFF-PEAK: All other hours

Delivery Services:

Customer Charge: As per M.D.P.U. No. 2-1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transition: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 2-1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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<u>WESTERN MASSACHUSETTS</u> OPTIONAL PRIMARY MEDIUM GENERAL SERVICE TIME-OF-USE

RATE T-4

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Residential Assistance Adjustment Clause Attorney General Consultant Expense

Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to \$0.201.26 per kW.

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

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WESTERN MASSACHUSETTS OPTIONAL PRIMARY MEDIUM GENERAL SERVICE TIME-OF-USE

RATE T-4

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF DEMAND

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month in the On-Peak hours determined to the nearest one-half kW. Measurement of demand will be on the basis of the Company's available metering.

POWER FACTOR CORRECTION

If a customer is found to have a power factor of less than 90% lagging, the Company may require correction to at least 90% lagging as a condition of service. If the customer does not correct the power factor to at least 90% lagging and the Company corrects the condition, the customer will reimburse the Company for all costs which it incurs.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TELEMETERING REQUIREMENT

The customer agrees that it is necessary to install telemetering equipment for the Company to read the meter(s). The location of such facilities shall be at the sole discretion of the Company. The customer will choose to provide a dedicated direct dial analog phone line. The provision of a suitable dedicated direct dial analog telephone line in the reasonable proximity of the electric meter as determined by the Company's specifications is the sole responsibility of the customer. The customer shall be the owner of all telephone

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No.

WESTERN MASSACHUSETTS OPTIONAL PRIMARY MEDIUM GENERAL SERVICE TIME-OF-USE

RATE T-4

lines and shall maintain them in operable condition at all times. The Company will be responsible for the installation and maintenance of the connection between the telemetering equipment and the customer's telephone line.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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WESTERN MASSACHUSETTS LARGE-PRIMARYGENERAL SERVICE-TIME-OF-USE

RATE T-2G-3

APPLICABILITY

This rate is applicable only to the entire use of electricity at a single location in the Western Massachusetts territory where service requires only primary facilities. All electricity shall be measured through one a single time-of-use meter installed by the Company, except that, where the Company deems it impractical to deliver electricity through one service, or where more than one meter has been installed, then the measurement of electricity may be by two or more meters. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company, the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished.

Customers whose maximum demand equaled or exceeded 350 kW but less than 2,500 kW at any time in the most recent 12 months and new customers whose demand is reasonably anticipated to equal or exceed 350 kW but less than 2,500 kW within one year must take service under this rate.

RATE PER MONTH

Weekdays from 12 Noon to 8 p.m., EST ON-PEAK:

OFF-PEAK: All other hours

Delivery Services:

Customer Charge: As per M.D.P.U. No. 2-1 as in effect from time to time. As per M.D.P.U. No. 21 as in effect from time to time. Distribution: Transition: As per M.D.P.U. No. 2-1 as in effect from time to time. As per M.D.P.U. No. 2-1 as in effect from time to time. Transmission:

The Customer Service Charge shall be based on the customer's two highest maximum demand months within the most recent 12 months (On- or Off-Peak). If in the most recent 12 months, the customer has:

two billing months with maximum kW demands over a higher demand threshold or, a)

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WESTERN MASSACHUSETTS LARGE-PRIMARYGENERAL SERVICE-TIME-OF-USE

RATE T-2G-3

one billing month with a maximum kW demand over a higher demand threshold by 5 percent or more of the higher demand threshold then, the Customer Service Charge will be that of the higher demand threshold.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment Mechanism Residential Assistance Adjustment Clause Net Metering Recovery Surcharge Attorney General Consultant Expense Long Term Renewable Contract Adjustment Storm Reserve Adjustment Mechanism Storm Cost Recovery Adjustment Basic Service Cost Adjustment Solar Program Cost Adjustment

Transmission Service Cost Adjustment Transition Cost Adjustment Renewable Energy Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Energy Efficiency Charge

Miscellaneous Charges

2017 Tax Act Credit

Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

Transformer Ownership Credit: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to:-

First 1,000 kW of maximum monthly demand: \$0.20 per kW All over 1,000 kW of maximum monthly demand: \$0.10 \$1.26 per kW

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<u>WESTERN MASSACHUSETTS</u> LARGE- <u>PRIMARYGENERAL</u> SERVICE <u>TIME-OF-USE</u>

RATE T-2G-3

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF BILLING DEMAND FOR DEMAND CHARGE

The Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month in the On-Peak hours determined to the nearest one-half kW. Measurement of demand will be on the basis of the Company's available metering.

POWER FACTOR CORRECTION

If a customer is found to have a power factor of less than 90% lagging, the Company may require correction to at least 90% lagging as a condition of service. If the customer does not correct the power factor to at least 90% lagging and the Company corrects the condition, the customer will reimburse the Company for all costs which it incurs.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

TERMS

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 schedule.

TELEMETERING REQUIREMENT

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<u>WESTERN MASSACHUSETTS</u> LARGE-<u>PRIMARYGENERAL</u> SERVICETIME-OF-USE

RATE T-2G-3

The customer agrees that it is necessary to install telemetering equipment for the Company to read the meter(s). The location of such facilities shall be at the sole discretion of the Company. The customer will choose to provide a dedicated direct dial analog phone line. The provision of a suitable dedicated direct dial analog telephone line in the reasonable proximity of the electric meter as determined by the Company's specifications is the sole responsibility of the customer. The customer shall be the owner of all telephone lines and shall maintain them in operable condition at all times. The Company will be responsible for the installation and maintenance of the connection between the telemetering equipment and the customer's telephone line.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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President

January February 1, 20202022

NSTAR ELECTRIC COMPANY

43C43D

d/b/a EVERSOURCE ENERGY

43B43C

M.D.P.U. No.

Cancels M.D.P.U. No.

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<u>WESTERN MASSACHUSETTS</u> EXTRA LARGE <u>PRIMARY GENERAL</u> SERVICE <u>TIME-OF-USE</u>

RATE T-5

APPLICABILITY

This rate is applicable only to the entire use of electricity at a single location in the Western Massachusetts territory—where service requires only primary facilities. All electricity shall be measured through one a single time-of-use meter installed by the Company, except that, where the Company deems it impractical to deliver electricity through one service, or where more than one meter has been installed, then the measurement of electricity may be by two or more meters. All electricity supplied shall be for the exclusive use of the customer and shall not be resold. With the approval of the Company, the customer may furnish electricity to persons or concerns who occupy space in the building to which service is supplied hereunder, but on the express condition that the customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure or control the use of, any of the electricity so furnished.

Customers whose maximum demand equaled or exceeded 2,500 kW at any time in the most recent 12 months and new customers whose demand is reasonably anticipated to equal or exceed 2,500 kW within one year must take service under this rate.

RATE PER MONTH

ON-PEAK: Weekdays from 12 Noon to 8 p.m., EST

OFF-PEAK: All other hours

Delivery Services:

Customer Charge: As per M.D.P.U. No. 2-1 as in effect from time to time.

Distribution: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transition: As per M.D.P.U. No. 2-1 as in effect from time to time.

Transmission: As per M.D.P.U. No. 2-1 as in effect from time to time.

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

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<u>WESTERN MASSACHUSETTS</u> EXTRA LARGE <u>PRIMARY GENERAL</u> SERVICE <u>TIME-OF-USE</u>

RATE T-5

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause
Attorney General Consultant Expense
Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment

Transmission Service Cost Adjustment

Renewable Energy Charge

Performance Based Revenue Adjustment

Vegetation Management

Solar Massachusetts Renewable Target

Grid Modernization Factor

Pension Adjustment Mechanism Net Metering Recovery Surcharge

Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment Transition Cost Adjustment Energy Efficiency Charge

Solar Expansion Cost Recovery Mechanism

Miscellaneous Charges 2017 Tax Act Credit

Advanced Metering Infrastructure

MISCELLANEOUS CREDITS

<u>Transformer Ownership Credit</u>: If the service transformers and associated equipment, except metering, are furnished by the customer, a credit shall be applied to the bill equal to :—

First 1,000 kW of maximum monthly demand \$0.20 per kW

All over 1,000 kW of maximum monthly demand \$0.101.26 per kW

<u>Metering Credit</u>: The Company may meter the electricity delivered to the customer on the higher voltage side of the service transformers, in which case the number of kWh so registered shall be reduced by two (2) percent.

TRANSMISSION BILLING ADJUSTMENT

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WESTERN MASSACHUSETTS EXTRA LARGE PRIMARY GENERAL SERVICE TIME-OF-USE

RATE T-5

Pursuant to D.P.U. 12-97, Rate T-5 customers will be billed on the basis of the customer's demand at the time of the Company's System Peak (the Coincident Peak Demand). The Coincident Peak Demand will be billed on a one_month lag. Customers will receive a credit for the amount billed on the Transmission On-Peak Demand Charge from the prior month.

ADJUSTMENT FOR SERVICE AT TRANSMISSION VOLTAGE:

If a Customer is provided service at 69 kV or higher, and furnishes, owns and maintains all service transformers and associated equipment except metering, which shall measure transmission voltage, the Customer will not be billed the distribution demand and energy charge effective under this tariff.

DETERMINATION OF BILLING DEMAND FOR DEMAND CHARGE:

Measurement of demand will be on the basis of the Company's available metering determined to the nearest one-half kW.

The On-Peak Demand shall be determined by meter, monthly, and shall be the highest 30-minute kilowatt registration during the month in the On-Peak hours

The Coincident Peak Demand shall be determined by meter, each calendar month on a one_month lag basis, and shall be the customer's coincident 60-minute kilowatt demand at the time of the Company's System Peak.

POWER FACTOR CORRECTION

If a customer is found to have a power factor of less than 90% lagging, the Company may require correction to at least 90% lagging as a condition of service. If the customer does not correct the power factor to at least 90% lagging and the Company corrects the condition, the customer will reimburse the Company for all costs which it incurs.

MINIMUM MONTHLY CHARGE

The minimum charge is the customer charge.

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<u>WESTERN MASSACHUSETTS</u> EXTRA LARGE <u>PRIMARY GENERAL</u> SERVICE <u>TIME-OF-USE</u>

RATE T-5

TERMS

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 schedule.

TELEMETERING REQUIREMENT

The customer agrees that it is necessary to install telemetering equipment for the Company to read the meter(s). The location of such facilities shall be at the sole discretion of the Company. The customer will choose to provide a dedicated direct dial analog phone line. The provision of a suitable dedicated direct dial analog telephone line in the reasonable proximity of the electric meter as determined by the Company's specifications is the sole responsibility of the customer. The customer shall be the owner of all telephone lines and shall maintain them in operable condition at all times. The Company will be responsible for the installation and maintenance of the connection between the telemetering equipment and the customer's telephone line.

TERM OF CONTRACT

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. Also, customers receiving service under this or superseding rate schedule may not change to another rate schedule within the first 12 months of the service.

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STREET AND SECURITY LIGHTING

RATE S-1

AVAILABILITY

Street and security lighting services are available under this rate to public authorities for street, highway, bridge, parkway and adjacent area lighting and flood lighting. Area lighting and flood lighting services are available for other outdoor lighting applications. 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.

Incandescent, and mercury vapor, and metal halide luminaires will be no longer be installed. High pressure sodium luminaires are limited and will be phased outto replacements of existing installations based on availability. For replacement of an existing mercury vapor luminaire, municipalities may request in writing that a similar luminaire be installed where ambiance and atmosphere must be maintained and where safety and security will not be jeopardized.

RATE PER MONTH

The rate per month is the sum of the following: 1) Luminaire Charge, 2) Pole Charge, and 3) Other Charges. Included in these rates are unbundled charges per kilowatt-hour as described below. When there are multiple lamps on one pole, the monthly distribution charge and wattage will be multiplied by the number of installed lamps.

Eastern MA Territory

1. Luminaire Charge (\$/month):

Eastern MA and Western MA Territories

Luminaire Type	Nominal Wattage	Wattage Range	Monthly Charge
Light-Emitting Diode (LED)	wattage	wallage Kange	Wildhamy Charge
Horizontal Roadway	<u>30</u>	25 - 34	\$7.12
		35–44	\$7.3 <u>3</u>
	<u>40</u> <u>50</u>	$\frac{3}{45-54}$	\$7.46
	90	85 - 94	\$8.35
	140	$1\overline{35} - 144$	\$9.91
	<u>220</u>	215 - 224	<u>\$12.68</u>
Horizontal Roadway – Decorative	140	135 - 144	\$11.97

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STREET AND SECURITY LIGHTING

RATE S-1

Flood Lights/Spot Lights	<u>120</u>	<u>115 – 124</u>	<u>\$10.47</u>
	200 390	$\frac{195 - 204}{385 - 394}$	\$13.04 \$20.21

	<u>Nominal</u>		
<u>Luminaire Type</u>	<u>Wattage</u>	Wattage Range	Monthly Charge
Standard Decorative – Post Top			
<u>Traditional</u>	<u>50</u>	45 - 54	<u>\$6.05</u>
<u>Contemporary</u>	<u>40</u>	35 - 44	<u>\$6.93</u>
<u>Contemporary</u>	<u>50</u>	45 - 54	<u>\$7.60</u>
Premium Decorative – Standard	<u>50</u>	<u>45 – 54</u>	<u>\$7.11</u>
Premium Decorative – Deluxe	<u>50</u>	45 - 54	\$12.49

Given the continued change in the efficiency in LED lightings, a wattage range has been established to accommodate the efficiency changes. The Company may install LED street and security lighting that have wattage ratings within the ranges listed above. The Distribution charge for such installations shall be based on the approved charges above, and the nomimal wattage shall be the billable wattage.

Eastern MA Territory

		Lamp &	Street & Area	Area / Flood
Luminaire Type	Lumens	Ballast Wattage	Lights	/ Spot Lights
Incandescent	1,000	87	\$ 7.96 <u>9.62</u>	
	2,500	176	\$ 9.97 12.05	
	4,000	274	\$ 11.23 13.57	
	6,000	376	\$ 12.51 <u>15.12</u>	
	10,000	577	\$ 14.88 17.98	

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STREET AND SECURITY LIGHTING

RATE S-1

	15,000	855	\$ 18.20 <u>22.00</u>	
Mercury Vapor	3,500	131	\$ 9.56 11.55	
	4,200	131	\$ 8.46 10.22	
	7,000	213	\$ 10.56 12.76	
	8,600	216	\$ 9.56 11.55	
	11,000	296	\$ 11.67 14.10	
	12,100	301	\$ 10.31 12.46	
	20,000	460	\$ 13.94 16.85	\$ 14.39 17.39
	22,500	<u>474</u>	<u>\$13.84</u>	<u></u>
	22,500	<u>467</u>	<u></u>	<u>\$25.49</u>
		Lamp &	Street & Area	
Luminaire Type	Lumens	Ballast Wattage	Lights	Flood Lights
Mercury Vapor	22,500	474	\$11.45	
	22,500	467		\$21.09
	35,000	780	\$ 19.62 23.72	
	60,000	1,114		\$ 16.83 20.34
	63,000	1,114		\$ 21.94 <u>26.52</u>
	63,000	1,135	\$ 17.35 20.97	

		T 0		4 / 771 1
		<u>Lamp &</u>		Area / Flood
<u>Luminaire Type</u>	Lumens	Ballast Wattage	Street Lights	/ Spot Lights
High Pressure Sodium	2,150	41	\$ 8.28 10.01	
	4,000	58	\$ 8.42 10.17	
	5,800	86	\$ 9.15 11.06	
	9,500	117	\$ 9.00 10.88	
	16,000	175	\$ 9.66 11.67	
	16,000	189		\$ 10.50 12.69
	25,000	295	\$ 11.21 <u>13.55</u>	\$ 11.61 14.03
	27,500	305	\$ 11.32 13.68	
	27,500	309		\$ 11.67 14.10
	45,000	470	\$ 13.04 <u>15.76</u>	\$ 13.40 16.20
	50,000	464		\$ 13.53 16.35
	50,000	485	\$ 13.18 15.93	
Metal Halide	3,000	70	\$10.00	
	6,200	100	\$10.32	
	14,100	250		\$12.02

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RATE S-1

STREET AND SECURITY LIGHTING

Metal Halide	19,700	320		\$ 12.28 <u>14.84</u>
	36,000	453		\$ 13.64 16.49
	45,000	400		\$ 13.11 <u>15.84</u>
Light-Emitting Diode	3,000	25	\$8.01	
(LED)	3,000	30	\$9.09	
	4,000	36	\$9.15	
	5,000	51	\$9.31	
	9,500	92	\$11.53	
	10,000	143	\$13.09	
	25,000	220	\$15.47	

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STREET AND SECURITY LIGHTING

RATE S-1

Western MA Territory

		Lamp &		Area / Flood
Ii T	T		Church I inlete	
<u>Luminaire Type</u>	Lumens	Ballast Wattage	Street Lights	/ Spot Lights
Incandescent	1,000	<u>104</u>	<u>\$6.95</u>	
	2,500	203	\$5.13	
	<u> 2,000</u>	<u>205</u>	φυ.15	
Mercury Vapor	4,000	<u>118</u>	<u>\$6.64</u>	
<u>ivicion y vapor</u>				
	8,000	<u>206</u>	\$8.95	
	<u>12,500</u>	<u>287</u>	<u>\$9.06</u>	
	22,500	<u>455</u>	<u>\$9.21</u>	<u>\$12.42</u>
	60,000	1,103	\$7.24	\$10.45
	00,000	1,105	<u>Ψ7.21</u>	φ10/12
High Pressure Sodium	4,000	59	<u>\$8.05</u>	
	6,300	<u>59</u> <u>84</u>	\$8.47	
	9,500	<u>118</u>	\$8.86	
	16,000	<u>172</u>	\$9.69	
	27,500	311	\$11.69	\$14.90
	50,000	472	\$14.03	\$17.25
	<u>140,000</u>	<u>1,103</u>	<u>\$25.93</u>	<u>\$29.14</u>

		<u>Lamp &</u>		Area / Flood
<u>Luminaire Type</u>	Lumens	Ballast Wattage	Street Lights	/ Spot Lights
Metal Halide	<u>5,200</u>	<u>89</u>	<u>\$9.24</u>	
	<u>8,500</u>	<u>119</u>	<u>\$9.56</u>	<u></u>
	14,400	<u>207</u>	<u>\$10.08</u>	
	22,000	<u>289</u>	<u>\$11.92</u>	<u>\$15.13</u>
	<u>36,000</u>	<u>451</u>	<u>\$14.76</u>	<u>\$18.01</u>
	110,000	<u>1,080</u>	<u>\$26.57</u>	<u>\$29.78</u>

2. Pole Charge (\$/month)

These charges are applied to new installations or replacements on or after January 1, 2023.

Eastern MA and Western MA Territories

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STREET AND SECURITY LIGHTING

RATE S-1

<u>a.</u>	Standard Wood Pole	\$9.09
<u>b.</u>	Standard Aluminum Pole	<u>\$26.36</u>
<u>c.</u>	Standard Decorative Fiberglass Pole	<u>\$11.53</u>
<u>d.</u>	Premium Decorative Aluminum Pole	<u>\$24.14</u>
The note	se charges are applied to installations and replacements prior to Jar ed:	nuary 1, 2023 or otherwise
a.	Wood pole and a section of secondary wire not to exceed 150 feet	\$ 7.09 8.57
b.	Wood pole installed prior to January 1, 1996 (in the South Shore, Cod, and Martha's Vineyard service area only)	Cape \$4. <u>16</u> 5.02
c.	Concrete pole and a section of secondary wire not to exceed 150 f	eet \$ 13.63 16.47
d.	Aluminum or other metal pole	\$ 18.33 <u>22.16</u>
<u>e.</u>	Concrete pole connected with underground service prior to Februa 1, 2018 (in the Greater Boston service area only)	<u>\$22.02</u>
a.	Non-standard pole > 30 feet	\$18.33
Oth	er Charges (\$/month):	
a.	Standard bracket not over 6 feet	No additional charge
b.	Standard bracket 12 foot	\$0.54

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STREET AND SECURITY LIGHTING

RATE S-1

Western MA Territory

1. Luminaire Charge (\$/month):

		Lamp &	Street & Area	
Luminaire Type	Lumens	Ballast Wattage	Lights	Flood Lights
Incandescent	1,000	104	\$5.75	
	2,500	203	\$4.25	
Mercury Vapor	4,000	118	\$5.50	
	8,000	206	\$7.41	
	12,500	287	\$7.50	
	22,500	4 55	\$7.62	\$10.28
	60,000	1,103	\$5.99	\$8.65
High Pressure Sodium	4,000	59	\$6.66	
	6,300	84	\$7.01	
	9,500	118	\$7.33	
	16,000	172	\$8.02	
	27,500	311	\$9.67	\$12.33
	50,000	472	\$11.61	\$14.27
	140,000	1,103	\$21.45	\$24.11
Metal Halide	5,200	89	\$7.65	
	8,500	119	\$7.91	
	14,400	207	\$8.34	
	22,000	289	\$9.86	\$12.52
	36,000	451	\$12.24	\$14.90
	110,000	1,080	\$21.98	\$24.64
Light-Emitting Diode	3,000	25	\$7.30	
(LED)	3,000	30	\$8.42	
	4,000	36	\$8.48	
	5,000	51	\$8.63	
	9,500	92	\$10.93	
	10,000	143	\$12.51	
	25,000	220	\$14.94	

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STREET AND SECURITY LIGHTING

RATE S-1

Western MA Territory

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No.

No.

STREET AND SECURITY LIGHTING

RATE S-1

Pole Charge (\$/month):

a. Wood pole or pipe support, used exclusively for lighting purposes or high mounting ornamental pole installed initially to support an incandescent luminaire

\$4.895.91

b. Low mounting ornamental pole or distribution pole preserved using a volatile solvent process, used exclusively for lighting purposes

\$4.415.33

c. Center bored wood pole used exclusively for lighting purposes installed at the request of the customer

\$5.766.96

d. 25-32 foot ornamental pole

\$21.1925.61

e. Pole furnished, installed, and maintained by and at the expense of the customer or any other pole not included in one of the foregoing categories

No additional charge

f. Premium Decorative Poles served underground on an anchor base or similar cost installation

Extruded Aluminum	\$ 20.04 24.22
Fiberglass	\$ 17.14 20.72
Cast Aluminum	\$ 23.71 28.66
Cast Iron	\$ 35.40 42.79

3. Other Charges (\$/month):

Western MA Territory

a. Decorative Luminaire 4,000, 6,300, 8,000, 9,500, and 16,000 lumen sizes 27,500 and 50,000 lumen sizes

\$3.123.77 \$4.875.88

b. Premium Decorative Luminaire Standard

\$8.149.84

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STREET AND SECURITY LIGHTING

RATE S-1

Deluxe \$\frac{11.62}{14.04}\$

c. Spot Light Glare Shield \$2.693.25

d. Cobra Head Vandal Shield

Up to 250 Watt \$2.983.60 400 Watt \$5.957.19

e. Twin Brackets for Premium Decorative Luminaires

Standard \$4.48<u>5.41</u>
Deluxe \$8.4610.22

OTHER DELIVERY AND SUPPLY RATES

Delivery Services: Eastern Massachusetts Western Massachusetts

Distribution As per_—M.D.P.U. No. 1 as in effect from time to time—

M.D.P.U. No. 2

Transition:

As per ——M.D.P.U. No. 1 as in effect from time to time—

M.D.P.U. No. 2
Transmission: As per ——M.D.P.U. No. 1 as in effect from time to time—

— M.D.P.U. No. 2

Supplier Services: (Optional)

Basic Service: As in effect per Tariff

RATE ADJUSTMENTS

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

Revenue Decoupling Adjustment Mechanism Pension Adjustment M

Residential Assistance Adjustment Clause Attorney General Consultant Expense Storm Reserve Adjustment Mechanism

Basic Service Cost Adjustment

Pension Adjustment Mechanism
Net Metering Recovery Surcharge
Long Term Renewable Contract Adjustment

Storm Cost Recovery Adjustment Solar Program Cost Adjustment

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STREET AND SECURITY LIGHTING

RATE S-1

Transmission Service Cost Adjustment Renewable Energy Charge Performance Based Revenue Adjustment Vegetation Management Solar Massachusetts Renewable Target Grid Modernization Factor Transition Cost Adjustment
Energy Efficiency Charge
Solar Expansion Cost Recovery Mechanism
Miscellaneous Charges
2017 Tax Act Credit
Advanced Metering Infrastructure

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STREET AND SECURITY LIGHTING

RATE S-1

DETERMINATION OF MONTHLY KWH

The lights for customers under this service will turn on between dusk and dawn, based on the annual hours listed below:

Service Area	Annual Hours
Greater Boston	4,200
Cambridge and South Shore, Cape Cod, and Martha's Vineyard	4,000
Western Massachusetts	4,150

Optional Midnight Service:

The lights for customers selecting this option will turn off at midnight, and the kWh-based charges for street and security lighting service will be reduced accordingly. Customers shall pay an upfront charge for the incremental cost of controls required to be installed by the Company to provide this service. Such control equipment shall normally be installed during group re-lamping. When such installation is not performed during group re-lamping, the upfront charge shall also include the additional cost of labor associated with the installation. Other costs, such as traffic control, are not included in these charges, and will be charged to the customer as per standard Company practice.

This option is available to customers who elected this service prior to February 1, 2018.

The Company reserves the right of final determination of wattage and operating period for unmetered loads.

SPECIAL PROVISIONS

- 1. For underground connected service installed with a concrete pole in the Greater Boston service area prior to February 1, 2018, a charge of \$18.22 per month shall apply in addition to the applicable luminaire, lamp and other charges as identified above.
- For existing locations with colonial style mercury vapor post-top lighting service at 4,200 lumens and 121 watts served as of August 1, 1979 in qualifying underground residential developments in the South Shore, Cape Cod, and Martha's Vineyard service area, the following charges shall apply:
 - a. A charge of \$18.5422.41 per month shall apply where the Company furnished and installed and owns and maintains the post-top lighting fixtures, poles, and associated equipment and the distance from the power source is 5 feet or less.

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RATE S-1

<u>b.</u>	A charge of \$ 19.1823.18 per month shall apply where the Company furnished and installed
	and owns and maintains the post-top lighting fixtures, poles, and associated equipment and
	the distance from the power source is 5 to 100 feet.

- A charge of \$7.639.22 per month applies where the Customer furnished and installed at his own expense the post-top fixtures, poles, and associated equipment, and the Company owns and maintains said facilities and the distance from the power source is 5 feet or less.
- e.d. A charge of \$8.079.75 per month applies where the Customer furnished and installed at his own expense the post-top fixtures, poles, and associated equipment, and the Company owns and maintains said facilities and the distance from the power source is 5 to 100 feet.
- 3. For customers in the City of New Bedford and the Town of Marion who have executed an agreement with the Company to convert the incandescent fixtures supplied from underground circuits to 70 watt sodium vapor post top units on or before September 1, 1998, a charge of \$9.15 per month shall apply in addition to the applicable luminaire, lamp and other charges as identified above. 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.
- 4-2. For lighting units in the Cambridge service area that were installed prior to December 1, 1985 on a standard pole with an underground service connection, and the Company installed and owns and maintains the standard pole, underground cable, conduit, manholes and sub-base, a charge of \$17.7921.50 per month shall be added to the luminaire charge under this rate schedule.
- For street lighting units in the Cambridge service area that were installed prior to December 1, 1985 on a standard pole where the Customer furnished and installed and owns and maintains the conduit, manholes, and sub-base, a charge of \$4.765.75 per month shall be added to the luminaire charge under this rate schedule.
- 6. For lighting units in the Cambridge service area that were installed prior to December 1, 1985 on a standard pole where the Customer furnished and installed and owns and maintains the conduit, manholes, and sub-base, and the Company installed and owns the standard pole and underground cable, and extended its secondary voltage underground distribution system in order to provide an underground service connection hereunder, a charge of \$8.99 per month shall be added to the luminaire charge under this rate schedule.

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RATE S-1

- 4. For lighting units in the South Shore, Cape Cod, and Martha's Vineyard service area that were installed prior to January 31, 1989 on a metal pole with an underground service connection and the Company installed and owns and maintains the metal pole assembly, underground cable, conduit, manholes, and sub-base, a charge of \$6.267.56 per month shall be added to the luminaire charge under this rate schedule.
- 7.5. In the City of Springfield, a charge of \$46.95 per month shall apply where the Company furnished and installed and owns and maintains the premium decorative 140-watt LED teardrop-style lighting fixtures. An additional charge of \$26.83 shall apply where the Company furnished and installed a premium decorative metal pole to support the lighting fixture.

SERVICE AND SUPPLY OF FACILITES

- 1. For overhead-connected services, the Company will provide a standard lighting unit and a single span of overhead secondary wire if such span is necessary. All other construction costs will be at the expense of the Customer.
- 2. For underground-connected services, the Company will provide a standard lighting unit. All underground distribution facilities required to supply street and security lighting service will be at the expense of the Customer.

GENERAL CONDITIONS

- 1. Service under this rate is contingent upon Company ownership and maintenance of street and security lighting facilities. The Company shall specify standard street and security lighting equipment to be utilized for providing service hereunder. All poles, lamps, brackets, luminaries and related equipment shall be furnished and maintained by the Company, except in the instance of poles or luminaries furnished, installed and maintained by and at the expense of the Customer. All energy and normal renewal of lamps shall be furnished and controlled by the Company at its expense. Broken, cracked, and damaged lamps and other equipment shall be replaced by the Company at the customer's expense.
- 2. All street and security 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 street and security lighting installation, the Company does not give any warranty, expressed or implied,

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RATE S-1

as to the adequacy, safety or other characteristics of said installation.

- 3. The Company will require that Customers who terminate service or request temporary service, or the removal of street and security lighting units without replacement or changes in the sizes, types or locations of street and security 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. The undepreciated costs shall be determined based upon the actual age of such equipment as determined by the Company. However, all incandescent lighting units shall be exempt from this provision.
- 4. The Company shall use its best efforts to replace existing lights with LED within a reasonable length of time after receipt of the written notice requesting such replacement. 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.
- 4.5. 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 three (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.
- 5.6. Street and security lighting units furnished under this rate schedule shall be subject to all applicable charges hereunder, except that, in the event any lighting unit is not lighted for a period exceeding three (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.
- 6-7. 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 charges, at the option of the Company.
- 7.8. Where temporary service is desired, the Customer shall reimburse the Company for its costs of installing and removing street and security lighting facilities.
- 8.9. The Customer grants the Company the right to enter and use the Customer's premises at all reasonable times for the installation, maintenance and removal of its facilities, including the right to cut and trim the trees and bushes wherever necessary. The Company shall not be required to

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RATE S-1

move its facilities to another location on the Customer's premises except at the Customer's expense.

9.10. Customer requests to relocate lighting units, regardless of age, will be provided solely at Customer expense. Alternatively, the Customer may also terminate service at the old location and apply for new service. The Customer will also pay the cost of removal of such installation. If temporary service is desired, the Customer will be required to pay the cost of installation and removal and in such case the Customer may terminate service by giving ten (10) days' notice in writing.

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 payable upon presentation of the Company's bill.

TERM

Lighting units are installed by the Company for use at this rate on the basis of permanent service. The Company or the Customer may terminate permanent delivery service by giving at least ninety (90) days notice in writing.

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

AVAILABILITY

Street and security lighting service under this rate schedule is available for street and security lighting installations owned by any city, town, or other public authority, herein referred to as the Customer. 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.

RATE PER MONTH

Delivery Services: <u>Eastern Massachusetts</u> <u>Western Massachusetts</u>

Customer Charge: As per — M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

Distribution: As per — M.D.P.U. No. 1 as in effect from time to time M.D.P.U. No. 2

Transition: As per——M.D.P.U. No. 1 as in effect from time to time

M.D.P.U. No. 2

Transmission:

As per ——M.D.P.U. No. 1 as in effect from time to time

M.D.P.U. No. 2

Supplier Services: (Optional)

Basic 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 provisions:

Revenue Decoupling Adjustment Mechanism
Residential Assistance Adjustment Clause

Pension Adjustment Mechanism
Net Metering Recovery Surcharge

Attorney General Consultant Expense

Long Term Renewable Contract Adjustment
Storm Pagarya Adjustment
Storm Cost Pagayary Adjustment

Storm Reserve Adjustment Mechanism
Basic Service Cost Adjustment
Transmission Service Cost Adjustment

Storm Cost Recovery Adjustment
Solar Program Cost Adjustment
Transition Cost Adjustment

Renewable Energy Charge Energy Efficiency Charge

Performance Based Revenue Adjustment Solar Expansion Cost Recovery Mechanism

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

Vegetation Management Solar Massachusetts Renewable Target Grid Modernization Factor Miscellaneous Charges
2017 Tax Act Credit
Advanced Metering Infrastructure

METER READING AND DETERMINATION OF MONTHLY KWH

The Company shall have the right to inspect and make tests of the Customer's equipment in connection with the determination of wattage and operating period for billing purposes. The Customer shall give the Company prior written notice of changes in the wattage and operating period of installed equipment. In a case in which it is not practicable to determine by meter the kilowatts-hours (kWh) supplied, the charge for the monthly kilowatt-hours supplied shall be determined on the basis of an annual burn hour schedule. The lights for customers under this service will turn on between dusk and dawn, based on the annual hours listed below:

Service Area	Annual Hours
Greater Boston	4,200
Cambridge and South Shore, Cape Cod, and Martha's Vineyard	4,000
Western Massachusetts	4,150

If, in the case of unmetered service, the standard dusk-to-dawn service schedule is being exceeded, as is commonly the case with a fire alarm unit, the charge for the kilowatt-hours supplied in any month shall be determined on the basis of the rated wattage of the light sources and auxiliaries connected at the beginning of the month multiplied by the average monthly burning hours of an 8,760 hours per year schedule, unless a determination of an operating period of shorter duration is made by the Company, in which case the average monthly burning hours of such annual lighting schedule shall be substituted for the 8,760 hours per year schedule.

Optional Midnight Service:

The lights for customers selecting this option will turn off at midnight, and the kWh-based charges for street and security lighting service will be reduced accordingly. Customers shall pay an upfront charge for the incremental cost of controls required to be installed by the Company to provide this service. Such control equipment shall normally be installed during group re-lamping. When such installation is not performed during group re-lamping, the upfront charge shall also include the additional cost of labor associated with the installation. Other costs, such as traffic control, are not included in these charges, and will be charged

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STREET AND SECURITY LIGHTING – CUSTOMER OWNED

RATE S-2

to the customer as per standard Company practice.

This option is available to customers who elected this service prior to February 1, 2018.

The Company reserves the right of final determination of wattage and operating period for unmetered loads.

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

Customer Controlled Lighting

Where lighting controls that meet the current ANSI C12.20 standard have been installed that allow for variation from the Company's annual burn hour schedule, the Customer must provide verification of such installation to the Company and a schedule indicating the wattage ratings expected to serve lights subject to the Customer's control and operation. Upon installation and at any time thereafter, the Customer must also provide the Company access, either directly or indirectly, to the data from the Customer's control system in order for the Company to verify the measured energy use of the lighting systems and modify the billed usage as appropriate on a prospective basis. The schedule of wattage ratings may be revised once per year at the request of the Customer. However, it is the Customer's responsibility to immediately notify the Company of any planned or unplanned changes to its scheduled usage to allow for billing adjustments as may be needed.

The charge for the monthly kilowatt-hours shall be determined on the basis of the wattage ratings of the light sources and installed control adjustments established at the beginning of the billing period multiplied by the average monthly hours of the annual burn hour schedule. The wattage ratings shall allow for the billing of kilowatt-hours according to the schedule submitted by the Customer to the Company and reflect any adjustments from the lighting control system including, but not limited to, fixture tuning, dimming, variable dimming, and multiple hourly schedules.

GENERAL CONDITIONS

- 1. The Customer shall be responsible for specifying the type and size (wattage and lumen ratings) of lighting fixtures.
- 2. Customer shall plainly mark Customer-owned street and security lighting lamppost for the purpose of ownership identification. All street and security lighting 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 street and security lighting facilities which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system.
- 3. A meter will be required on all installations for traffic signals if more than one lamppost is connected.
- 4. If an installation of Customer-owned street and security lights requires the removal of Company-owned street and security lighting units, the provisions in Rate S-1, as it exists from time to time,

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

shall apply.

- 5. Street and security lighting service shall not be furnished under both Rate S-1 and Rate S-2 in the same area. An area may be defined as follows: (a) Service locations on public ways that may be shown to be within the lines of a geometric figure. These lines will be other public ways. (b) An adjoining portion of a public way that may be shown within the lines of a geometric figure.
- 6. The Customer shall pay all construction costs for the relocation, replacement, or substitution of existing service associated with the replacement or modification of existing Customer-owned lighting systems. The Customer shall also pay all construction costs for each Customer-owned lighting system each time the street and security lighting unit is transferred to a new pole because of the replacement of an existing pole due to damage or accident.
- 7. The Customer will furnish, install, and maintain a suitable enclosure for housing the Company's metering equipment as well as a suitable switching or disconnecting device in accordance with the Company's standard practices as adopted from time to time.
- 8. Execution of a license agreement between the Customer and the Company and any joint owner(s) of the poles is required for all Customer-owned street and security light equipment installed on Company poles, such license not to be unreasonably withheld by the Company.
- 9. The Customer has the responsibilities and obligations associated with ownership and maintenance of the street and security lighting equipment served under this tariff. For all street and security light equipment installed on Company poles, 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 operations of the street and security lighting equipment, except as such damages, claims or liabilities are based on the Company's negligence, 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 circumstances shall the Company have the obligation to maintain equipment sold to the Customer absent the execution of a separate agreement for maintenance. All equipment purchased pursuant to M.G.L. c. 164 §34A shall be on an as is basis without any warranty, whether express or implied.
- 10. The Customer shall notify the Company thirty (30) days prior to any changes in street and security lighting inventory. Such notice is necessary to provide for adequate safety and reliability of the Company's distribution circuits and to ensure that the Company will bill the Customer accurately. The Company will perform random confirmation of burning lights in a municipality to ensure accuracy.

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STREET AND SECURITY LIGHTING - CUSTOMER OWNED

RATE S-2

- 11. In the event that a Customer who owns street and security lighting equipment chooses to terminate its ownership, the Company is under no obligation to accept (via purchase or any other means), maintain or operate the Customer's street and security lighting equipment, nor to offer the Customer street and security lighting service except under the terms of the appropriate Company-owned street and security lighting tariffs in effect at the time. If in the above event the street and security lighting equipment does not conform to the Company's standards, the Customer shall remove its non-standard equipment at the Customer's expense and either replace the non-standard equipment with standard equipment again at the Customer's expense or discontinue service for the non-standard equipment.
- 12. Where service under this tariff is not metered, only one monthly Customer Charge will be applied to each such unmetered account.

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 payable upon presentation of the Company's bill.

TERM

The Customer may terminate delivery service on or after the expiration of such specified term of service by giving at least ninety (90) days notice in writing.

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BASIC SERVICE

DEFINITIONS

"Basic 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 this tariff.

"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.

"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" or "Company" shall mean NSTAR Electric Company d/b/a Eversource Energy.

"Distribution Service" shall mean the delivery of electricity to the Customer 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.P.U." shall mean the Massachusetts Department of Public Utilities.

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

AVAILABILITY

Basic Service shall be available to any Customer 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.

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BASIC SERVICE

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 BASIC SERVICE

Basic Service may be initiated in any of the following manners:

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

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BASIC SERVICE

BASIC SERVICE RATES

A. Two Rate Options

There are two rate options available to Customers on Basic Service. M.D.P.U. No. 1 and M.D.P.U. No. 2 sets forth the rate options for each rate class in Eastern Massachusetts and Western Massachusetts, respectively, 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.

For customers in Eastern Massachusetts:

- (i) residential Customers in rate classes R-1, R-2, R-3 and R-4.
- small commercial & industrial Customers in rate classes G-1, G-2, and T-1 (Greater (ii) Boston), G-0, G-1, G-4, G-5, and G-6 (Cambridge), G-1, G-4, G-5, G-6 and G-7 (South Shore, Cape Cod, & Martha's Vineyard)

For customers in Western Massachusetts:

- (iii) residential Customers in rate classes R-1, R-2, R-3 and R-4
- small commercial & industrial Customers in rate classes 23, 24, and G-01, and T-0 (iv)

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.

For customers in Eastern Massachusetts:

- (i) medium and large commercial & industrial Customers in rate classes G-2,5 G-3 and WR(Cambridge) G-2, G-3 (South Shore, Cape Cod & Martha's Vineyard), G-3, T-2, and WR (Greater Boston)
- (ii) street lighting Customers in rate classes S-1 and S-2.

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For customers in Western Massachusetts:

- (iii) medium and large commercial & industrial Customers in rate classes G-2, T-4, G-3 T-2 and T-5
- (iv) street lighting 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 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. <u>Timing of Any Switch to a Different Option</u>

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. <u>Changes in Prices</u>

The Company will file a revised M.D.P.U. No. 1 and M.D.P.U. No. 2 for the upcoming pricing 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.

G. Billing Adjustment when Leaving Basic Service

Customers served through the Company's large C&I or street lighting rates receiving Basic Service under the Fixed Price Option who leave Basic Service to receive Generation Service from a Competitive Supplier

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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 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. The Company shall not make this billing adjustment for Customers served through the Company's residential or small C&I rates.

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February 1, 20192022

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NSTAR ELECTRIC COMPANY
46A46B
d/b/a EVERSOURCE ENERGY
46A

M.D.P.U. No.

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BASIC SERVICE

BASIC SERVICE COST ADJUSTMENT

The Basic Service Cost Adjustment shall include the following costs associated with Basic Service:

A. Basic Service Bad Debt Costs, calculated as follows:

For Eastern Massachusetts

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

where:

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

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

For Western Massachusetts

Basic Service Bad Debt Costs = the actual uncollectible component associated with the provision of Basic Service

The billed Basic Service bad debt expense will be compared to the actual Basic 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. A working capital allowance.
- C. Annual administrative costs of \$\frac{10,98810,360}{200}.
- D. Cost of the design and implementation of competitive bidding process, including evaluation of supplier bids and contract negotiations, ongoing administration, including Billing System changes, Website Update and legal support and execution of contracts with suppliers, including accounting activities necessary to track payments made to suppliers. Annually, these costs shall be \$700,988874,464.

Annually, the costs in C. and D. above sum to \$711,976884,824 and shall be fixed until the next general distribution rate case in which the Company proposes or the M.D.P.U. directs the removal of Basic

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BASIC SERVICE

Service-related costs, or unless otherwise proposed to be adjusted by the Company, subject to approval by the M.D.P.U. However, at such time that the migration of the Company's customers from Basic 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 Basic Service customers.

The Basic Service Cost Adjustment shall also include the recovery of the settlement costs associated with the unsubscribed energy portion of the NSTAR Green program wind contracts in accordance with the M.D.P.U.'s Order in D.P.U. 13-80, dated December 16, 2014.

Please refer to M.D.P.U. Nos. 1 and 2, Summary of Electric Service Delivery Rates, for the effective price of the Basic Service Cost Adjustment.

BILLING

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

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 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, Basic Service shall be terminated concurrent with the Customer's subsequent scheduled meter read date.

There shall be no fee for terminating Basic Service.

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BASIC SERVICE COST RECONCILIATION

The prices in all the rates of the Company are subject to adjustment to reflect the power purchase costs incurred by the Company in arranging Basic Service that are not recovered through the Basic Service rate.

On an annual basis, the Company shall reconcile its total cost of purchased power for Basic Service supply against its total Basic 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, through a Basic Service Cost True-Up Factor ("BSTF"). Interest shall be calculated on the average monthly reconciling balance using the customer deposit rate. For purposes of the above reconciliation, total purchased power revenues shall mean all revenues collected from Customers through the Basic Service rate for the applicable 12-month reconciliation period together with payments or credits from suppliers, including uncollected prior period balances in the Basic Service account.

Effective February 1, 2018, the reconciliation amount calculated herein shall be calculated separately for the Eastern and Western Massachusetts territories and allocated to all rate classes by applying the Base Distribution Revenue Allocator for each territory as shown below.

		Distribution Revenue
Service Territory/Area	Rate Classes	Allocator
Eastern Massachusetts	R-1/R-2	40.726%
Eastern Massachusetts	R-3/R-4	4.088%
Greater Boston	G-1/T-1	3.879%
Greater Boston	G-2/T-2	31.309%
Greater Boston	G-3/SBG3/WR	9.384%
Cambridge	G-0/G-1/G-6	0.972%
Cambridge	G-2	1.559%
Cambridge	G-3/SB1/SBG3	1.005%
Cambridge	G-4	0.014%
South Shore, Cape Cod, Martha's Vineyard	G-1/G-7	4.612%
South Shore, Cape Cod, Martha's Vineyard	G-2	1.277%
South Shore, Cape Cod, Martha's Vineyard	G-3	0.715%
South Shore, Cape Cod, Martha's Vineyard	G-4	0.009%
South Shore, Cape Cod, Martha's Vineyard	G-5	0.062%
South Shore, Cape Cod, Martha's Vineyard	G-6	0.009%
Eastern Massachusetts	S-1/S-2	0.359%
Total		100.000%

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BASIC SERVICE COST RECONCILIATION

		Distribution Revenue
Service Territory/Area	Rate Classes	Allocator
Western Massachusetts	R-1/R-2	48.027%
Western Massachusetts	R-3/R-4	8.144%
Western Massachusetts	23/24/G-0/T-0	19.596%
Western Massachusetts	G-2/T-4	8.650%
Western Massachusetts	T-2	11.156%
Western Massachusetts	T-5	3.270%
Western Massachusetts	S-1/S-2	0.707%
Total		100.000%

Effective January 1, 20192023, the reconciliation amount calculated herein shall be combined for Eastern and Western Massachusetts and allocated to all rate classes by applying the Base Distribution Revenue Allocator as shown below.

	Distribution Revenue Allocator
Rate Class Groupes	
R-1/R-2esidential	4 <u>1.14553.156</u> %
Small General Service/StreetlightsR-3/R-4	4 .575 22.078%
G-1/T-1Medium General Service	3.446 <u>14.075</u> %
<u>Large General Service</u> G-2/T-2	27.907 <u>10.690</u> %
G-3/WR	7.998%
G-0/G-1/G-6	0.829%
G-2	1.329%
G-3/SB1	0.856%
G-4	0.012%
G-5	0.018%
G-1/G-7	3.930%
G-2	1.088%
G-3	0.610%
G-4	0.008%
G-5	0.053%
G-6	0.008%
23/24/G-0/T-0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S-1/S-2	0.315%

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BASIC SERVICE COST RECONCILIATION

S 1/S 2	0.095%
<u>Total</u>	100.000%

^{*}Percentages may not total to 100% due to rounding

The rates for the BSTF, shall be as referenced in M.D.P.U. No. 1, for Eastern Massachusetts and M.D.P.U. No. 2 for Western Massachusetts as in effect from time to time.

The calculation of the Basic Service Cost True Up Factor shall be subject to the review and approval of the Department.

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M.D.P.U. No.

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ENERGY EFFICIENCY CHARGES

1.01 Purpose

The purpose of this tariff is to provide the Company a mechanism to adjust, on an annual basis and subject to the jurisdiction of the Department, its rates for customers of distribution service to recover all costs associated with energy efficiency and to reconcile energy efficiency revenue amounts included in the Company's distribution rates with the total expense amounts for energy efficiency programs booked by the Company or a municipal aggregator with a Department of Public Utilities approved energy efficiency plan in the Company's service territory ("Municipal Aggregator").

1.02 Applicability

The Energy Efficiency Charge is comprised of two components to be billed on a monthly basis: a System Benefits ("SBC") charge of \$0.00250/kWh pursuant to G.L. c. 25, § 19(a); Guidelines, § 2.16 and an Energy Efficiency Reconciliation Factor ("EERF"). The SBC and EERF shall be applicable to all firm electricity, as measured in kilowatt-hours ("kWhs"), delivered by the Company under retail tariffs unless otherwise designated.

Where applicable, a separate EERF shall be calculated and charged to: (a) the Company's distribution customers in municipalities not served by a Municipal Aggregator, and (b) the Company's distribution customers in municipalities served by the Municipal Aggregator. Each EERF shall be applicable to all firm distribution of electricity to such customers, as measured in kilowatt-hours ("kWhs"), delivered by the Company unless otherwise designated. In Eastern Massachusetts, the EERF shall be included in the Energy Efficiency Charge for billing purposes.

The calculation of the EERF, as set forth in Section 1.04, for a Municipal Aggregator shall exclude the Lost Base Revenue ("LBR") element of the formula.

1.03 Effective Date

The date on which the annual EERF becomes effective shall be the first day of July of each calendar year, unless otherwise ordered by the Department.

1.04 EERF Formulas

 $EERF_R = (EEE_R + LBR_R - SBC_R - OR_R + PPRA_R + I_R)/FkWh_R, + EERF_{LI}$

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ENERGY EFFICIENCY CHARGES

 $EERF_{CI} = (EEE_{CI} + LBR_{CI} - SBC_{CI} - OR_{CI} + PPRA_{CI} + I_{CI})/FkWh_{CI}, + EERF_{LI}$

Where

LI = Low Income customer class

R = Residential customer class

CI = Commercial & Industrial customer class

EERF = The annual Energy Efficiency Reconciliation Factor applicable in the recovery year

EEE = The forecasted total Energy Efficiency expenditures in the recovery year as included in the Company's or Municipal Aggregator's Energy Efficiency plan budget, including program planning and administration costs; marketing costs; sales, technical assistance, and training costs; evaluation and market research costs; customer incentives and rebates; and performance incentives.

LBR = The Lost Base Revenues to be retained by the Company for the year prior to the recovery year as determined by multiplying: (a) annual incremental kWh savings resulting from Energy Efficiency programs by (b) each respective rate category recovery rate, both as approved by the Department pursuant to the established Guidelines § 4.1.2, 3.3.1. Lost Base Revenues shall be determined and recovered only from the Company's Eastern Massachusetts customers. LBR shall be set to zero for the Company's Western Massachusetts customers. The Company will cease to recover the Lost Base Revenues associated with energy efficiency actions taken on or after February 1, 2018.

SBC = The forecasted revenues collected from the System Benefits charge for the recovery year

OR = Forecasted Other Revenues for the recovery year to be collected by the Company or Municipal Aggregator 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

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ENERGY EFFICIENCY CHARGES

Program; or any other funding as approved by the Department for Energy Efficiency programs.

PPRA = The Past Period Reconciliation Amount defined as (a) the difference between (1) the amounts actually expended for the previous years for Energy Efficiency programs as approved by the Department for the Company or Municipal Aggregator and (2) the revenues actually collected for the Company or Municipal Aggregator in previous years for Energy Efficiency programs as approved by the Department, and (b) the amortization of the applicable deferral balances from 2016 through 2018 over three years as approved by the Department in D.P.U. 19-62-A. 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 = Interest at the customer deposit rate for the recovery year based on monthly under/over recovery balances.

FkWh= The Forecasted kWh defined as the forecasted amount of electricity to be distributed, as applicable, to either: (a) the Company's distribution customers exclusive of customers in municipalities served by a Municipal Aggregator for the recovery year; or (b) the Company's distribution customers in municipalities served by the Municipal Aggregator for the recovery year.

The EERF_{IJ} shall be based on the Low Income Revenue Requirement ("LIRR") as follows:

$$LIRR = (EEE_{LI} + LBR_{LI} - SBC_{LI} - OR_{LI} + PPRA_{LI} + I_{LI})$$

Effective July 1, 2018, the LIRR shall be allocated to each customer class by applying the Base Distribution Revenue Allocator for each territory as shown below.

<u>Customer Class</u>	Eastern Massachusetts	Western Massachusetts
Residential	44.630%	56.171%
Commercial & Industrial	55.370%	4 3.829%

Effective July 1, 2019 January 1, 2023, the LIRR shall be allocated to each customer class by applying the Base Distribution Revenue Allocator as shown below.

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ENERGY EFFICIENCY CHARGES

Customer Class	Eastern and Western MassachusettsBase Distribution Revenue	
	<u>Allocator</u>	
Residential	45.720 <u>53.156</u> %	
Commercial & Industrial	54.280 46.844%	

The $EERF_{LI}$ for both the Residential and Low Income customer classes will be equal to the Residential and Low Income classes' allocated share of the LIRR divided by the FkWh for this combined class. The $EERF_{LI}$ for the Commercial and Industrial customer class shall be equal to its allocated share of the LIRR divided by the FkWh for that customer class.

1.03 Reconciliation

The Company shall reconcile actual expenditures incurred for Energy Efficiency programs approved by the Department of Public Utilities (the "Department") for the Company or for a Municipal Aggregator that differ from the revenues collected from the SBC through the EERF calculated separately for the Residential, Residential Low-Income and Commercial & Industrial ("C&I") customer classes.

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ENERGY EFFICIENCY CHARGES

1.04 <u>Information Required to be Filed with the Department</u>

The EERF shall be established as part of the Company's Energy Efficiency Three-Year Plan approval process. Annually, a full reconciliation and adjustment for any over- or under-recoveries occurring under the prior year's adjustment shall be filed with the Department. Any required adjustment as a result of the annual reconciliation is subject to approval by the Department. Such filing shall include preliminary reconciliation data for the year in which the filing is made, with actual not estimated reconciliation amounts to be submitted the subsequent year. Additionally, the Company or Municipal Aggregator, as appropriate, will file with the Department a complete list by (sub)account of all Energy Efficiency accounts claimed as recoverable through the EERF over the relevant calendar year. This information will be submitted with each annual EERF filing, along with complete documentation of the reconciliation-adjustment calculations.

1.05 Customer Notification

The Company will notify customers in simple terms of changes to the EERF, including the nature of the change and the manner in which the EERF is applied to the bill. In the absence of a standard format, the Company will submit this notice for approval at the time of each EERF filing. Upon approval by the Department, the Company must immediately distribute these notices to all of its distribution customers either through direct mail or with its bills.

1.06 Regulatory Authority

This tariff is governed by the provisions of G.L. c. 164, §§ 76 and 94; 220 C.M.R. 5.00 et seq.; the Green Communities Act, Chapter 169 of the Acts of 2008; G.L. c. 25, § 19(a) and (b); G.L. c. 25, § 21(b)(2)(vii); the Department's final decision in D.P.U. 08-117 and any subsequent orders of the Department in furtherance thereof or related thereto.

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NSTAR ELECTRIC COMPANY 54<u>A</u> d/b/a EVERSOURCE ENERGY No. 16154

-M.D.P.U. No.

_Cancels M.D.<u>TP</u>.<u>EU</u>.

Cancels M.D.T.E. No. 261
Cancels M.D.T.E. No. 361
Cancels M.D.P.U. No. 1014C

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POWER PURCHASE

RATE P-2

AVAILABILITY

Upon written application and execution of an electric service agreement (the "QF Power Purchase Agreement") on or after August 1, 2000, this rate is available for the purchase of electricity by the Company from a qualifying facility or on-site generating facility (the "Seller") in accordance with such applicable regulations of the Massachusetts Department of Public Utilities ("M.D.P.U.") as may be in effect from time to time. This rate is subject to the Company's Standards for Interconnection of Distributed Generation (the "Interconnection Standards"), the Company's Terms and Conditions - Distribution Service and the Company's printed requirements, each as may be in effect from time to time. Nothing in this rate shall be construed to affect, modify or amend terms and conditions of any existing Qualifying Facility's contract executed prior to August 1, 2000.

CHARACTER OF SERVICE

The Company will accept delivery of 60 hertz, alternating current power at a voltage and phase compatible with its system in the vicinity of the Seller's premises.

CAPACITY PURCHASE RATE

- a) A Seller who is receiving compensation for energy delivered to the Company subject to the terms and conditions of the Power Purchase Rate herein, may be eligible to receive short-run capacity payments subject to the following conditions:
 - 1) A short-run standard QF Power Purchase Agreement between the Company and the Seller has been executed.
 - 2) The Seller complies with any and all applicable information requests, rules, and requirements of the New England Power Pool ("NEPOOL") and ISO New England, Inc. (the "ISO") that are necessary for the Seller's capacity output to be sold to the ISO power exchange.
 - 3) The Seller has a design capacity of 1 Megawatt ("MW") or greater when adjusted by demand losses.
 - 4) The Seller shall identify at least 5 business days prior to the beginning of a calendar month the

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POWER PURCHASE

RATE P-2

capacity, adjusted by demand losses, (in MW, expressed to 2 decimals) to be bid into the ISO for said calendar month.

- 5) The Company shall meter the output of the Seller and shall purchase a MW amount, adjusted by demand losses, equal to the lesser of (1) the minimum output in excess of the Seller's requirements for the calendar month or (2) the amount identified in 4 above for said calendar month.
- 6) The Company shall purchase the MW resulting from 5 above at rates equal to the payments received by the Company from the ISO power exchange.

ENERGY PURCHASE RATE

A Seller, who does not otherwise elect to enter into a separate contract with the Company, may be eligible to receive short-run energy payments subject to the following conditions:

- 1) A short-run standard QF Power Purchase Agreement between the Company and the Seller has been executed.
- 2) The Seller complies with any and all applicable information requests, rules, and requirements of NEPOOL and the ISO that are necessary for the Seller's energy output to be sold to the ISO power exchange.
- 3) The Seller chooses, to the extent applicable,- one of the following options:

(option a):

A Seller with a design capacity of 1 MW or greater, shall have its output metered and purchased at rates, adjusted for losses, equal to the payments received by the Company from the ISO power exchange for such output for the hours in which the Seller generated electricity in excess of its requirements.

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POWER PURCHASE

RATE P-2

(option b):

A Seller with a design capacity greater than 60 kilowatts ("kW") but less than 1 MW shall have its output metered and purchased at rates equal to the arithmetic average of the Short-Run Rate as defined in 220 CMR 8.02 ("Short-Run Rate"), adjusted for losses, in the prior calendar month for the kilowatt-hours ("kwh") that the Seller generated in excess of its requirements.

(option c):

A Seller with a design capacity of 60 kW or less shall have its output metered and purchased at rates equal to the arithmetic average of the Short-Run Rate, adjusted for losses, in the prior calendar month for the kwh that the Seller generated in excess of its requirements.

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POWER PURCHASE

RATE P-2

(option d):

A Seller with a design capacity of 60 kW or less may elect to connect such equipment to the load side of the Company's meter used to measure electric energy furnished to the Seller by the Company. This arrangement will permit the Seller's generation to reduce the amount of electric energy recorded on the meter as a sale by the Company and, during times when the Seller's generation exceeds its load, to cause the meter register to run backwards. Should a Seller, in aggregate, supply more electric energy to the Company than is taken from the Company during any billing period, the Company will purchase electric energy supplied by the Seller in excess of the electric energy taken from the Company at a rate equal to the arithmetic average of the Short-Run Rate, adjusted for losses, in the prior calendar month. Further, this option (d) shall not relieve the Seller from the obligation to pay to the Company any otherwise applicable minimum charge as set forth in the Company's rate schedule applicable to electric service furnished to the Seller. Where such rate schedule does not contain a separately stated minimum charge, the minimum charge shall be deemed to be equal to the price of the first energy step of such rate schedule.

CALCULATION OF PURCHASE RATES

The short-run capacity rate and the energy purchase rate will be the hourly market clearing price for energy and the monthly market clearing price for capacity, as determined by the ISO or its successors.

TERMS OF PAYMENT

Unless the Seller elects otherwise in writing, the Company will render payment for all electricity purchased under the terms of this rate schedule by check. If the Seller so elects, the Company will credit its payment against the Seller's bill for electric service furnished by the Company. Such election may not be changed more frequently than once in any twelve-month period.

INTERCONNECTION AND METERING REQUIREMENTS

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POWER PURCHASE

RATE P-2

The Seller must meet all the requirements for interconnecting its equipment with the Company's system and all specifications regarding the installation of metering equipment in accordance with the Company's Interconnection Standards Standards for Interconnection of Distributed Generation, M.D.P.U. No. 55, as in effect from time to time.

SPECIAL PROVISIONS

The Company's Standards for Interconnection Standards of Distributed Generation, as well as the Company's printed requirements, contain standards for the construction and operation of Seller's generating equipment and associated electric facilities that are designed to protect the Seller, Company personnel and the general public from undue hazards and to prevent interruption in the supply, or interference with the quality, of electric service furnished by the Company to its Customers. Accordingly, the Company reserves the right to refuse to interconnect its system with, or to disconnect its system from, any of the Seller's facilities that in the Company's opinion do not comply with such Standards. A Seller shall comply with any and all applicable information requests, rules and requirements of NEPOOL and the ISO that are necessary for the Seller's generation output to be sold to the ISO power exchange by the Company. The Seller shall provide such information to the Company in a timely manner. In the event that a fine, penalty, or a sanction is levied on the Company by NEPOOL or the ISO as a result of the Seller's failure to comply with a NEPOOL or ISO information request, rule, or requirement, then the Seller shall be responsible for the costs of such fines, penalties, or sanctions imposed by NEPOOL or the ISO on the Company.

TERM

The term shall be as specified in the QF Power Purchase Agreement executed hereunder.

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NSTAR ELECTRIC COMPANY 59E59F d/b/a EVERSOURCE ENERGY 59C59E

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PERFORMANCE BASED REVENUE ADJUSTMENT

1.01 Purpose

The purpose of this Performance-Based Revenue Adjustment (("PBRA)") is to establish a mechanism that enables NSTAR Electric Company d/b/a Eversource Energy (the "Company"), subject to the jurisdiction of the Department of Public Utilities ("Department"), to adjust, on an annual basis, its base <u>distribution</u> rates ("Base Rates") pursuant to Section 1.07, as approved in D.P.U. <u>17-0522-22</u>. The PBRA includes a revenue-indexing mechanism, as well as; cost treatment for designated Major Station Capacity Projects; a <u>risk adjustment for the return on equity; and earnings sharing above if the earned return on equity is higher or lower than established thresholds and recovery of exogenous costs.</u>

This mechanism allows for an adjustment of The PBRA adjusts Base Rates using the rate of input price inflation representative of the electric distribution industry, less offsets for productivity and a consumer dividend. The exogenous cost component allows the Company to reflect costs, both positive and negative, that are beyond the control of the Company and, meet a level of significance, and because the Company is subject to a stay-out provision, are deemed appropriate to recover (or return) through the PBRA. The earnings risk adjustment for the return on equity allows adjustment of the authorized return on equity triggered by a change in the U.S. Treasury rate. The earning-sharing component provides for sharing of earnings above or below an established threshold.

1.02 Effective Date

The initial rates established in accordance with Section 1.051.05 shall remain in effect until the Company's next base-rate proceeding subject to any adjustments that may be ordered by the Department. The PBRA is authorized for a fiveten-year term starting January 1, 20182023. The first annual adjustment pursuant to the PBRA shall be effective January 1, 20192024. Subsequent annual adjustments shall occur within the fiveten-year term, with the last adjustment taking effect on January 1, 20222032. The Company shall be eligible to petition the Department for a base-rate change to take effect no earlier than January 1, 2033. In the event the PBRA expires or is terminated, the Company's Base Rates, as adjusted pursuant to the PBRA, shall remain in effect, unless and until otherwise determined by the Department consistent with the provisions of G.L. c. 164, § 94. Because the earning—sharing adjustment provided for in Section 1.091.010 lags the PBR adjustment by one year, the last earning—sharing adjustment would take effect on January 1, 2024.2034.

1.03 Applicability

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PERFORMANCE BASED REVENUE ADJUSTMENT

This mechanism applies an adjustment to the <u>base rates Base Rates</u> of the Company's effective distribution service tariffs for Eastern Massachusetts and Western Massachusetts subject to the jurisdiction of the Department, as determined in accordance with the provisions of this tariff.

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1.04 Definitions

- (1) <u>Base Revenue Requirement</u> is the distribution revenue approved for collection through the Company's rate schedules as established by the Department in its most recent base-rate case and as adjusted annually through the PBRAF.
- (2) <u>Base Rate Component</u> is any energy or demand charge reflected in the Company's Rate Schedules that recovers a portion of the Company's Base Revenue Requirement as established by the Department in its most recent base-rate case.
- (3) <u>Base Rates</u> are the compilation of Base Rate Components plus the customer charge for all of the Company's rate schedules
- (4) <u>Basis Point</u> shall be one one-hundredth of a percentage point.
- (5) <u>Calendar Year</u> is the annual period beginning on January 1st and ending on December 31st.
- (6) Capital Investment Year is the period in which assets are placed in service beginning on January 1st and ending on December 31st.
- (6)(7) Consumer Dividend is the benefit to consumers of future productivity gains attributable to performance-based ratemaking for the Company's distribution service as established by the Department in D.P.U. 17-0522-22.
- (7)(8) Customer Class is the group of customers all taking service pursuant to the same rate schedule.
- (9) Depreciation Expense is the annual depreciation expense associated with the total capital investments placed in service.
- (8)(10) <u>Distribution Common Equity</u> is Total Company capitalization (including long-term debt, preferred stock, and common equity, all per the FERC Form 1), less Transmission capitalization, calculated as Total Transmission Investment Base, as filed with ISO New England, all multiplied by the percentage <u>Distribution Common Equity distribution common equity ratio</u> approved in D.P.U. 17-0522-22.
- (9)(11) <u>Distribution Return on Equity (ROE)</u> is Total Net Utility Income as reported on the Company's annual returns to the Department less Transmission Net Income, less other amounts as described in

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Section 0, all divided by the average of the beginning year and ending year Distribution Common Equity for the year prior to the Prior Year.

- (10)(12) <u>Earnings-Sharing Threshold</u> is the percentage range equal to 200 100 Basis Points or more above, or 150 Basis Points or more below, the percentage Return on Equity authorized by the Department in D.P.U. 17-0522-22.
- (13) Exogenous Events are occurrences that have a material impact on the Company and cost changes that are beyond the Company's control and are not otherwisemeet a significance threshold established in D.P.U. 22-22. Exogenous Events shall be reflected in as either a non-recurring, one-time recovery and/or a permanent change to the Base Revenue Requirement, as applicable.
- (11)(14) Incremental Capital Investment is the PBRAF period in which assets are placed in service beginning on January 1, 2022 and ending on December 31, 2022.
- (12)(15) Input Price Trend is the measure of change in the prices for all inputs used to provide regulated distribution services.
- (16) PBRAMajor Station Capacity Projects are the cost of fulfilling critical infrastructure requirements necessitating the construction, expansion or build-out of substations or transmission and distribution lines to ensure distribution system reliability during the long-term rate plan described in Section 1.02.
- (13)(17) MSC Revenue Requirement is the incremental revenue requirement, including Depreciation Expense, Return on Rate Base-Revenue Requirement determined, and Property Tax associated with Major Station Capacity Projects for capital investments placed in service from 2023 through application of the PBRAF in each year 2032, as approved by the Department from time to time.
- (14)(18) PBRAF Formula is the mathematical expression set forth in Section 1.06 used to calculate the percentage change in the Base Rates Revenue Requirement for the Rate Year.
- (19) Pre-Tax Rate of Return is the after-tax weighted average cost of capital established by the Department in D.P.U. 22-22, adjusted to a pre-tax basis using currently effective federal and state income tax rates.
- (15)(20) Prior Year is the annual period ending immediately prior to the Rate Year.

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- (16)(21) Productivity Trend is the measure of change in productivity associated with providing regulated distribution services.
- (22) Property Tax is calculated based on the total capital investment associated with the Capital Investment Year multiplied by the property tax rate established by the Department in D.P.U. 22-22. Property taxes will be included beginning in the year following the Capital Investment Year at 50 percent of the annual property tax for the first year. In the subsequent year and thereafter, property taxes will be reflected at 100 percent of the annual property tax.
- (17)(23) Rate Year is the annual period that the adjusted base rates Base Rates shall be effective beginning on January 1st.
- (18)(24) Return on Equity is the allowed rate of authorized return on common equity as established in D.P.U. 17-0522-22.
- (25) Return on Equity Risk Adjustment occurs when the yield on the 10 Year-Treasury bonds increases or decreases by at least 200 basis points from the yield that was in effect at the outset of the PBR plan. The Return on Equity Risk Adjustment is applicable to rate base at the outset of the PBR plan (i.e. year zero). The Return on Equity Risk Adjustment will be calculated to reflect the equity's share of rate base in year zero multiplied by the difference between the yield to maturity on the 10-year Treasury bond in the current year as compared to year zero divided by 1 minus the combined tax rate in year zero as authorized by the Department in D.P.U. 22-22.
- (26) Return on Rate Base is the Pre-Tax Rate of Return multiplied by rate base associated with the total capital investment, including plant in service adjusted for accumulated depreciation, and accumulated deferred income tax for assets ending as of the Capital Investment Year.
- (19)(27) Transmission Investment Base is defined as the rate base for all Company's Massachusetts transmission investments, including LNS, RNS, and Schedule 1.
- (20)(28) Transmission Net Income is defined as the total Transmission Investment Base times the Company's weighted common equity cost of capital plus the regional network service (RNS) incentive and other incentive adders.
- (21) X Factor is the productivity growth index as established by the Department in D.P.U. 17-05.

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(22) Z Factor is the sum of the cost impacts of Exogenous Events.

1.05 Determination of Initial Base Rates

The Initial Base Rates shall be those established by the Department in D.P.U. <u>17-0522-22</u>. The first adjustment to the Initial Base Rates under the PBRA shall be effective January 1, <u>2019</u>2024.

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1.06 PBRAF Formula

BASE REV_T = (BASE REV_{T-1})* $(1 + PBRAF_T) + ICI$

 $PBRAF_T = (GDPPI_{T-1} - X - CD) + [(\underline{Z}_{REV}\underline{Z1}_{REV})_T + (\underline{MSC}_{REV})_T / BASE_REV_{T-1}]$

 $X = TFPT_{GDI-US} + IPT_{GDI-US} + 1.08\%$

 $X = -1.35\% - 1.29\% + 1.08\% \cdot 0.28\% - 1.17\%$

X = -1.5645%

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Where:

PBRAF_T The percentage change in the Base Revenue Requirement.

ICI Incremental Capital Investment revenue requirement per Section 1.08.

GDPPI_{T-1} The average annual percentage change in the United States Gross Domestic

Product Price Inflation for the four most recent quarterly reporting periods as of the second quarter of the Prior Year. The calculation will be performed based on the most recently available data published by the United States Department of

Commerce at the time of the PBRA filing.

X The productivity or X Factor, which shall be the sum of the Productivity Trend

differential, Input Price Trend differential, or negative 1.5645 percent, as

established by the Department in D.P.U. 17-0522-22.

MSC_{REV} The MSC Revenue Requirement associated with the Major Station Capacity

Projects filed per Section 1.011.

 $\mathbb{Z}_{REV}Z1_{REV}$ The sum of cost impacts of all-Exogenous Events requiring a permanent change to

the Base Revenue Requirement, positive or negative, as provided for in Section

1.081.09.

BASE REV The Base Revenue Requirement as defined in Section 1.04.

TFPT_{GDI-US} The Total Productivity Trend differential between the electric distribution industry

and the overall United States economy, set at negative 1.350.28 percent - as

approved by the Department in D.P.U. 17-0522-22.

IPT_{GDI-US} The total Input Price Trend differential between the electric distribution industry

and the overall United States economy, set at negative 1.2917 percent – as approved

by the Department in D.P.U. 17-0522-22.

CD The Consumer Dividend, set at 0.2515 percent if GDPPI_{T-1} is greater than 2.0

percent - as approved by the Department in D.P.U. 17-0522-22.

1.07 Annual Rate Adjustment

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The Company shall apply the PBRAF calculated pursuant to Section 1.06 above to the Base Revenue Requirement to derive the incremental revenue adjustment. The incremental revenue adjustment will be allocated by Customer Class using the annual target revenue established in the Company's Revenue Decoupling Adjustment Mechanism, M.D.P.U. No. 60, as adjusted from time to time. The allocated incremental revenue adjustment will be reflected in the Base Rate Component for each Customer Class based on test year sales and demand. This adjustment to the Base Rate Component will preserve the ratio of demand revenue to energy revenue as approved by the Department for the initial base rates Base Rates. This adjustment to the Base Rate Component will not be subject to true up or reconciliation, except as delineated in M.D.P.U. No. 60.

1.08 Incremental Capital Investment

The annual performance based rate adjustment taking effect under the PBRA will be accompanied by a separate adjustment to Base Rates to reflect the revenue requirement on Incremental Capital Investments, including Depreciation Expense, Return on Rate Base, and Property Tax.

Effective January 1, 2024, the Incremental Capital Investment for the capital investment recorded as "inservice" during the period January 1, 2022 through December 31, 2022, and not eligible for recovery pursuant to the Company's Grid Modernization Plan, will be added to the PBRA pursuant to Section 1.06, as authorized by the Department in D.P.U. 22-22.

Rate Base associated with total capital investment for the Incremental Capital Investment Year will be based on incremental plant, accumulated depreciation, and accumulated deferred income tax balances adjusted for depreciation, return on rate base, associated federal and state income taxes, and property taxes for all assets in service as of the end of the Incremental Capital Investment Year.

1.081.09 Exogenous Costs

Exogenous Costs are positive or negative cost changes actually beyond the Company's control and not reflected in GDPPI, or otherwise in the PBRAF.—Exogenous Costs approved by the Department are represented by the Z Factor in the PBRA. To qualify for Exogenous Cost recovery (whether positive or negative), the following criteria must be met: (1) the cost change must be is beyond the Company's control; (2)—that the cost change arises from a change in accounting requirements or regulatory, judicial, or legislative directives or enactments; (3) that the change is unique to the electric distribution industry as opposed to the general economy; and (4) that the change meets a threshold of "significance" for qualification. The significance threshold for Exogenous Costs is set at \$54 million for each individual event

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in calendar year 2018, and thereafter,2023, other than for Enterprise IT exogenous events, for which the threshold will be set at \$6 million. In each year after 2023, the Exogenous Costs threshold shall be adjusted annually based on changes in GDPPI. Exogenous Cost recovery requires that the Company present supporting documentation and rationale to the Department for a determination as to the appropriateness of the proposed recovery or refund.

Exogenous Events shall be reflected as either a non-recurring, one-time recovery and/or a permanent change to the Base Revenue Requirement, as applicable. Once allowed by the Department, the amount of the cost change occurring in the Prior Year, or the year prior to the Prior Year and deferred for recovery or refund, shall be recovered, or returned in either Base Rates per Section 1.06 or a separate reconciling factor to be reviewed and approved by the Department. The separate This reconciling factor shall be calculated as follows:

 $NECA = [(Z2_{REV} + REC) * DRA] / FkWh$

Where

NECA =	Non-Recurring Exogenous Cost Adjustment
<u>Z2</u> _{REV} =	The sum of cost impacts of non-recurring Exogenous Events, positive or negative
REC =	Deferral balance based on the difference between the actual Exogenous Cost and the
	revenue collected through the NECA plus interest on the average monthly reconciling
	balance using the prime rate.
DRA =	Distribution Revenue Allocator (see Section 1.010)
FkWh =	Forecast annual kWh by rate class group

The NECA shall be in effect until the non-recurring Exogenous Cost is recovered or refunded, or until such time that the amounts are appropriately reflected in base distribution rates, as applicable. Base Rates, as applicable. Reconciliations shall be performed annually, and interest shall be calculated on the average monthly reconciling balance using the prime rate computed in accordance with 220 C.M.R. § 6.08(2) and added to the reconciling balance.

1.091.010 Earnings Sharing

Earnings Sharing provides an important protection for Customers in the event that expenses increase at a rate much <u>lowerdifferent</u> than the revenue increases generated by the PBRAF. In the event that the Company's actual Distribution Return on Equity (ROE) for any calendar period ending December 31st of the years <u>20182023</u> through <u>20222032</u> exceeds the Earnings Sharing Threshold, the difference between

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actual earnings and earnings calculated at the authorized Return on Equity shall be shared <u>with customers</u> as follows:

- (a) if the Company's actual ROE exceeds the authorized ROE by more than 100 Basis Points, the earnings above the Earnings Sharing Threshold will be shared 25 percent to the Company and 75 percent to Customers—;
- (b) if the Company's actual ROE is between 150 and 200 Basis Points below the authorized ROE, the shortfall below the Earnings Sharing Threshold will be shared 50 percent to the Company and 50 percent to Customers;
- (c) if the Company's actual ROE is more than 200 Basis Points below the authorized ROE, the shortfall below the Earnings Sharing Threshold will be shared 25 percent to the Company and 75 percent to Customers;

The Company's Distribution Net Income used in the calculation will exclude Transmission Net Income, incentive payments, such as energy efficiency incentives; transition-incentive mitigation; long-term contract remuneration, and conversely, would exclude service-quality penalties, as well as any amounts recognized in the current period resulting from regulatory or court settlements or decisions related to prior periods if any.

Earnings Sharing, when applicable, shall result in a per kWh credit <u>or charge</u> to distribution service customers taking service under retail tariffs. The Earnings Sharing credit <u>or charge</u> will be allocated by <u>CustomerRate</u> Class <u>Group</u> using the <u>Base-Distribution Revenue Allocators set forth below. Allocator.</u> Any Earnings Sharing credit <u>or charge</u> shall be in effect for a period of one year and shall be subject to investigation and a full adjudicatory hearing before the Department.

		Distribution Revenue Allocator
Rate Classes Group		
<u>AllResidential</u>		R-1/R-253.156%
AllSmall General Service/Streetlights		R-3/R-422.078%
Greater Boston Medium General Se	<u>rvice</u>	G-1/T-1 14.075%
Greater BostonLarge General Servi	<u>ce</u>	G-2/T-2 10.690%
Greater Boston	G-3/WR	7.998%
Cambridge	G-0/G-1/G-6	0.829%
Cambridge	G-2	1.329%
Cambridge	G-3/SB1	0.856%
Cambridge	G-4	0.012%

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Cambridge	G-5	0.018%
South Shore, Cape Cod, Martha's	G-1/G-7	3.930%
Vineyard		
South Shore, Cape Cod, Martha's	G-2	1.088%
Vineyard		
South Shore, Cape Cod, Martha's	G-3	0.610%
Vineyard		
South Shore, Cape Cod, Martha's	G-4	0.008%
Vineyard		
South Shore, Cape Cod, Martha's	G-5	0.053%
Vineyard		
South Shore, Cape Cod, Martha's	G-6	0.008%
Vineyard		
Western Massachusetts	23/24/G-0/T-0	2.626%
Western Massachusetts	G-2/T-4	1.159%
Western Massachusetts	T-2	1.495%
Western Massachusetts	T-5	0.498%
Eastern Massachusetts	S-1/S-2	0.315%
Western Massachusetts	S-1/S-2	0.095%
Total		100.000%

1.0101.011 Information Required to be Filed with the Department

The Company shall make a PBRA filing by September 15 of each year for rates effective in the upcoming ealendar year. Rate Year. As part of its annual filing, the Company shall file information and supporting schedules with the Department necessary for the Department to review and approve the PBRA for the subsequent Rate Year. Such information shall include the results of the PBRAF Formula, descriptions and accounting of any Exogenous Costs, Major Station Capacity Projects and an earnings earning-sharing-credit calculation for the year prior to the Prior Year as calculated in Section 0. In addition, the Company shall file revised summary rate tables reflecting the impact of applying the base-rate changes provided for herein.

No later than April 1, 2023, prior to the Company's first PBRA filing for effect on January 1, 2024, the Company shall provide a timely, organized, clear and comprehensive filing of all supporting capital documentation for plant investment completed between January 1, 2022 and December 31, 2022, including

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but not limited to, (1) project descriptions, (2) project sanctioning papers, or project authorization forms, (3) construction work orders, (4) project closure reports, (5) variance analyses explaining the reasons for cost overruns and for demonstrating prudency, and (6) a summary of all proposed projects.

No later than April 1, 2026 prior to the Company's fourth PBRA filing to be filed on September 15, 2026, the Company shall provide a timely, organized, clear and comprehensive filing of all supporting capital documentation for plant investment completed through December 31, 2025 as part of its Major Station Capacity Projects plan, including but not limited to, (1) project descriptions, (2) project sanctioning papers, or project authorization forms, (3) construction work orders, (4) project closure reports, (5) variance analyses explaining the reasons for cost overruns and for demonstrating prudency, and (6) a summary of all proposed projects.

Electric companies must file with the Department schedules, not less frequently than every five years pursuant to G.L. c. 164, § 94. As part of the fourth PBRA filing to be filed on September 15, 2027, for effect January 1, 2028, the Company shall file the following:

- A summary computation of the Company's electric operations cost of service for the year-ending December 31, 2026.
- An updated sales forecast through the end of the PBR Plan term, or December 31, 2032.
- An updated capital expenditure forecast through the end of the PBR Plan term, or December 31, 2032, including a progress report on actual, annual capital additions completed in the first five-year capital as compared to forecast submitted in D.P.U. 22-22.
- A PBR Performance Report summarizing the Company's performance on the performance metrics approved in this proceeding, and recommendations for continuing, modifying, or augmenting the performance metrics in place for the last five years of the PBR Plan term.

No later than April 1, 2028 prior to the Company's sixth PBRA filing to be filed on September 15, 2028, the Company shall provide a timely, organized, clear and comprehensive filing of all supporting capital documentation for plant investment completed through December 31, 2027 as part of its Major Station Capacity Projects plan, including but not limited to, (1) project descriptions, (2) project sanctioning papers, or project authorization forms, (3) construction work orders, (4) project closure reports, (5) variance analyses explaining the reasons for cost overruns and for demonstrating prudency, and (6) a summary of all proposed projects.

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No later than April 1, 2030 prior to the Company's eighth PBRA filing to be filed on September 15, 2028, the Company shall provide a timely, organized, clear and comprehensive filing of all supporting capital documentation for plant investment completed through December 31, 2029 as part of its Major Station Capacity Projects plan, including but not limited to, (1) project descriptions, (2) project sanctioning papers, or project authorization forms, (3) construction work orders, (4) project closure reports, (5) variance analyses explaining the reasons for cost overruns and for demonstrating prudency, and (6) a summary of all proposed projects.

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

1.01 Purpose

The purpose of the Revenue Decoupling Adjustment Mechanism is to provide a mechanism for the annual reconciliation of the Company's distribution revenue and adjustment of the Company's distribution rates in accordance with the revenue decoupling mechanism provided herein.

1.02 Applicability

The determination of revenue reconciliation and rate adjustment pursuant to this schedule shall apply to all electricity, measured in kWhs, delivered by the Company to its customers under its distribution service tariffs.

1.03 <u>Definitions</u>

The terms set forth below shall be defined as follows:

- (a) Actual Revenue ("AR") shall mean the amount of billed Base Distribution Revenue recorded on the Company's accounting books for each rate class during each annual period upon which the revenue decoupling adjustment under this schedule is determined (i.e., each "Rate Year"). AR shall be determined on a monthly basis. To the extent that AR is not available at the time of the Company's annual filing of this mechanism, the Company will provide an estimate which will be trued up in a subsequent filing per Section 1.04 of this schedule.
- (b) <u>Base Distribution Rates and Base Distribution Revenue</u> shall mean the rates and corresponding revenue associated with prices for the distribution component of service under the Company's rate schedules for electric service. Distribution rates and revenue associated with the Residential Assistance Adjustment Clause are excluded from the RDAM under this schedule.
- (c) <u>Department</u> shall mean the Massachusetts Department of Public Utilities.
- (d) <u>Distribution Company ("Company")</u> shall mean NSTAR Electric Company d/b/a Eversource Energy.

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- (e) <u>Decoupling Adjustment</u> shall mean an annual revenue adjustment from the reconciliation of Target Revenue and Actual Revenue that is developed and applied to customer bills on a per kWh basis.
- (f) <u>Revenue Decoupling Adjustment Mechanism ("RDAM")</u> shall mean the overall mechanism to adjust rates on an annual basis to reflect reconciliation of Target Revenue vs. Actual Revenue.
- Street Light Sales Adjustment shall mean the annual cumulative dollar adjustment to each year's Target Revenue as a result of selling its street lighting equipment pursuant to G.L. c. 164 § 34A subsequent to the effective date of new base distribution rates resulting from a general rate case. The Streetlight Sales Adjustment shall be a downward adjustment to each year's Target Revenue and shall be calculated as the proceeds received by the Company from the sale of its street lighting equipment multiplied by the avoided cost of no longer owning, operating, and maintaining such equipment, stated as a percentage, as determined by the Company's final streetlight revenue requirement. The Street Light Sales Adjustment shall be set to zero and calculated for new streetlight sales effective with the subsequent implementation of new base distribution rates as provided for above.
- (h) <u>Target Revenue</u> shall mean the annual Base Distribution Revenue for a given Rate Year upon which distribution rates are designed, less a Street Lighting Sales adjustment pursuant to the Department's directive in D.P.U. 17-05 as defined above, and against which Actual Revenue is compared for purposes of determining the Decoupling Adjustment.

1.04 Approved Target Revenue

Annual Target Revenue shall be set equal to the annual revenue requirement approved and utilized to set Base Distribution rates in compliance with the Order in D.P.U. 1722-05-22 and as adjusted by the Performance Based Revenue Adjustment Mechanism set forth in M.D.P.U. No. 59.

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

20223 Base Revenue Requirement by Rate Class

*Total may not foot due to rounding

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

Service Territory/Area	Rate Classes	Annual Target Revenue
All	R-1/R-2	\$444,595,073590,12
		<u>0,706</u>
All	R-3/R-4	\$ 49,433,757 <u>66,911,</u>
		<u>575</u>
Greater Boston	G-1/T-1	\$ 37,240,082 178,568
		<u>,517</u>
Greater Boston	G-2 /T-2	\$ 301,565,437 <u>130,40</u>
		<u>7,618</u>
Greater Boston	G-3/WR	\$8 6,424,977 <u>5,273,4</u>
		<u>07</u>
Cambridge	G-0/ G-1/G-6	\$8,9 55,291 45,046
Cambridge	G-2	\$ 14,356,857 <u>17,246,</u>
		<u>299</u>
Cambridge	G-3/SB1	\$ 9,251,258 <u>11,097,7</u>
		<u>03</u>
Cambridge	G-4	\$130,771
Cambridge	G-5	\$1 90,576 28,908
South Shore, Cape Cod, Martha's Vineyard	G-1/G-7	\$4 2,471,211 42,749,
		<u>694</u>
South Shore, Cape Cod, Martha's Vineyard	G-2	\$ 11,760,923 <u>13,314,</u>
		862
South Shore, Cape Cod, Martha's Vineyard	G-3	\$ 6,588,86 4 <u>9,247,89</u>
		<u>0</u>
South Shore, Cape Cod, Martha's Vineyard	G-4	\$ 85,002 <u>95,532</u>
South Shore, Cape Cod, Martha's Vineyard	G-5	\$ 573,503 <u>425,384</u>
South Shore, Cape Cod, Martha's Vineyard	G-6	\$ 81,306 <u>93,559</u>
Western Massachusetts	23	\$ 10,244 <u>5,926</u>
Western Massachusetts	24	\$ 380,541 <u>319,018</u>
Western Massachusetts	G- 0/T-0 1	\$ 27,979,916 28,615,
		<u>486</u>
Western Massachusetts	G-2/T-4	\$ 12,523,371 <u>12,829,</u>
		<u>253</u>

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

Western Massachusetts	T-2G-3	\$ 16,150,911 <u>19,360,</u>
		<u>834</u>
Western Massachusetts	T-5	\$ 5,384,901 <u>7,158,83</u>
		<u>4</u>
Eastern Massachusetts All	S-1 /S-2	\$ 6,914,395 <u>10,160,0</u>
		<u>11</u>
Western Massachusetts All	S-1/ S-2	\$ 5,334,767 2,790,56
		<u>3</u>
Total*		\$1, 088,383,935 <u>236,</u>
		046,623

1.05 Annual Decoupling Adjustment

An annual adjustment to delivery charges in a given Rate Year shall be made to reconcile Target Revenue with Actual Revenue received during the immediately preceding Rate Year. The calculation of this adjustment shall be made as described below and submitted to the Department by November 1st of each year, and shall be applied to delivery charges effective on January 1st of the following Rate Year. The calculation shall include all available actual monthly billed revenue reported for each Rate Class during the current Rate Year, and an estimate of actual monthly revenue for the remainder of the Rate Year.

Accordingly, the annual Decoupling Adjustment shall include a reconciliation of the estimated revenues in a subsequent Decoupling Adjustment submittal. The annual Decoupling Adjustment shall be calculated in accordance with the following formula, and applied in the upcoming Rate Year.

 $RDAF_{i} = (TR_{i-1} - AR_{i-1} + PPA_{i})*BDRA / FkWh_{i}$

where,

RDAF_i= the Decoupling Adjustment factor applicable during year i,

 TR_{i-1} = the total Target Revenue provided in Section 1.04 of this schedule,

 $AR_{i-1} =$ the Actual Revenue reported during year i-1,

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

PPA i = the reconciliation in the upcoming Rate Year of estimated Actual Revenue included in prior period calculations of the RDAF including interest at the prime rate as published in the *Wall Street Journal*, and the recovery of any deferred amounts pursuant to Section 1.07,

FkWh_i = the forecast of total kWh sales by Rate Class <u>Group</u> applicable in the upcoming Rate Year, defined as the forecasted amount of electricity to be distributed to the Distribution Company's distribution customers, and

BDRA = Base Distribution Revenue Allocator

The revenue requirement calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator as follows:

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

Rate Class Groupes	Distribution Revenue Allocator	
ResidentialR-1/R-2	<u>53.156%</u> 41.145%	
Small General Service/StreetlightsR-3/R-4	<u>22.078%</u> 4 .575%	
Medium General Service G-1/T-1	<u>14.075%3.446%</u>	
Large General Service G-2/T-2	<u>10.690%27.907%</u>	
G-3/WR	7.998%	
G-0/G-1/G-6	0.829%	
G-2	1.329%	
G-3/SB1	0.856%	
G-4	0.012%	
G-5	0.018%	
G-1/G-7	3.930%	
G-2 1.088%		
G-3	0.610%	
G-4	0.008%	
G-5	0.053%	
G-6	0.008%	
23/24/G-0/T-0	2.626%	
G-2/T-4	1.159%	
T-2	1.495%	
T-5	0.498%	
S 1/S 2	0.315%	
S-1/S-2	0.095%	
<u>Total</u>	100.000%	

^{*}Total may not foot due to rounding

The RDAF in each Rate Year shall be applied to the kWh of Distribution Service billed to each customer during such year.

1.06 Adjustments to Rates

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REVENUE DECOUPLING ADJUSTMENT MECHANISM

Calculations of these rate adjustments shall be submitted to the Department as part of the Company's filing on or before November 1st of each year, for changes to rates effective January 1 of the subsequent Rate Year. All rate adjustments shall be subject to review and approval of the Department, and the notice provisions provided in this schedule.

1.07 RDAM Cap

There will be a 1% annual cap on the Decoupling Adjustment, which shall be calculated on the basis of total revenue in the most recent calendar year. The amount of any unrecovered revenue from this cap provision shall be deferred for recovery through the RDAF in the next period with carrying charges at the prime rate, as published in the *Wall Street Journal*.

1.08 Annual Reporting Requirements

As part of its annual filing, the Company shall submit the following information for its residential, commercial, industrial and street lighting customers: (1) monthly kWh sales; (2) weather normalized kWh sales; (3) lost base revenue from energy efficiency programs for the most recent calendar year available; and (4) forecasted sales for the next two years.

1.09 Notice Provision

Adjustments to delivery rates resulting from application of the RDM under this schedule shall be in accordance with a notice filed with the Department at the time of the Company's filing to be made on or before November 1 of each year. Such notice shall set forth the amount of increase or decrease and the factors applied in making such adjustments. The notice shall also specify the effective date of the adjustments, which shall be January 1 of the year following the filing of the notice, or such other date as the Department may authorize. The operation of the RDAM is subject to Chapter 164 of the General Laws.

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PENSION/PBOP ADJUSTMENT MECHANISM

1.01 Purpose

The purpose of the Pension/PBOP Adjustment Mechanism is to provide NSTAR Electric d/b/a Eversource Energy, (the "Company") a mechanism to adjust, on an annual basis and subject to the jurisdiction of the Department of Public Utilities (the "Department"), its rates for customers of distribution service to recover costs associated with pension and post-retirement benefits other than pensions ("PBOPs") and to reconcile pension and PBOP expense amounts included in the Company's distribution rates with the total expense amounts booked by the Company pursuant to SFAS 87 and SFAS 106.

1.02 **Applicability**

This Pension/PBOP Adjustment Mechanism shall be applicable to all firm electricity, as measured in kilowatt-hours ("kWhs"), delivered by the Company under retail tariffs unless otherwise designated. For billing purposes in Eastern Massachusetts, the Pension/PBOP Adjustment Factor ("PAF"), as provided for herein, shall be included in the Distribution Charge.

1.03 Effective Date of Annual Adjustment Factor

The date on which the annual Pension/PBOP Adjustment Factor ("PAF") becomes effective shall be the first day of each calendar year, unless otherwise ordered by the Department. The Company shall submit PAF filings as outlined in Section 1.06 of this tariff at least 30 days before the filing is to take effect.

1.04 **Definitions**

The following terms shall be used in this tariff as defined in this section, unless the context requires otherwise.

- (1) "Distribution Company" or "Company" is NSTAR Electric Company d/b/a Eversource Energy.
- (2) "ERISA" is the Employee Information Retirement Income Security Act of 1974, as amended from time to time.
- (3) "Pension Plan" is a Qualified Pension Plan, as defined by ERISA.
- (4) "Post Retirement Plan Other Than Pension Plan" is a Qualified PBOP, as defined by ERISA.

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PENSION/PBOP ADJUSTMENT MECHANISM

- "Pre-Paid Amount" is the difference between: (1) the actual cash contributions to the (5) Pension Plan and the PBOP Plan and (2) the amounts recognized in accordance with SFAS 87 and SFAS 106. These amounts are the Company's allocation of its total amounts. The Pre-Paid Amount will be adjusted for amounts recognized and recovered in the Company's transmission costs of service in accordance with the approved FERC tariffs.
- "Prior Year" is the calendar year previous to the effective date of a proposed PAF. (6)
- **(7)** "Reconciliation Deferral" is the difference between: (1) the total pension and PBOP expense amounts included in the Company's rates (including both base rates and the PAF); and (2) the total expense amounts booked by the Company in the Prior Year in accordance with the requirements of SFAS 87 and SFAS 106.

1.05 Pension and PBOP Adjustment Factor Formula

 $PAF_S = [(RA_X + cc(URD_X + APPA_X - DTA_X) + PPRA_X) * LA_S]/FkWh_S$

 $PAF_S =$ The annual Pension/PBOP Adjustment Factor by Rate Class Group.

The Reconciliation Adjustment for Year_x is one-third of the Unamortized $RA_x =$ Reconciliation Deferral at the end of the Prior Year.

 $URD_x =$ The Unamortized Reconciliation Deferral is the amount of the Reconciliation Deferral that has not yet been collected in retail rates. 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.

The Cost of Capital is the tax-effected weighted-average cost of capital as most cc =recently approved by the Department.

 $APPA_x =$ The Average Pre-Paid Amount, for Year_x is one half of the sum of: (1) the Pre-Paid Amount recorded on the Company's books as of the beginning of the Prior Year; and (2) the Pre-Paid Amount to be recorded on the Company's books as of the end of the Prior Year.

DTAx =The Deferred Tax Amount is the deferred taxes associated with (i) the Average Pre-Paid Amount and (ii) the URD at the end of the Prior Year.

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PENSION/PBOP ADJUSTMENT MECHANISM

PPRA_x = The Past Period Reconciliation Amount is the sum of: (a) the difference between (1) the amount of PAF revenue that should have been collected by the Company in the year preceding the Prior Year and the Prior Year; and (2) the amount of PAF revenue actually received by the Company in the year preceding the Prior Year and the Prior Year; and (b) the amount computed in clause (a) times the prime rate computed in accordance with 220 C.M.R. § 6.08(2).

 $LA_S =$ The Labor Allocator for each Rate Class Sector Group as set forth below.

FkWh_s = Forecasted amount of electricity to be distributed to the Company's distribution customers by Rate Class Group for the upcoming calendar year.

Effective February 1, 2018, the PAF shall be calculated separately for Eastern Massachusetts and Western Massachusetts and the revenue requirement calculated herein for Eastern Massachusetts and Western Massachusetts shall be allocated to all rate classes by applying the Labor Allocator for each territory as shown below.

Service Territory/Area	Rate Classes	Labor Allocator
Eastern Massachusetts	R-1/R-2	43.958%
Eastern Massachusetts	R-3/R-4	5.452%
Greater Boston	G-1/T-1	3.858%
Greater Boston	G-2/T-2	24.188%
Greater Boston	G-3/SBG3/WR	7.521%
Cambridge	G-0/G-1/G-6	1.061%
Cambridge	G-2	1.875%
Cambridge	G-3/SB1/SBG3	1.651%
Cambridge	G-4	0.032%
Cambridge	G-5	0.051%
South Shore, Cape Cod, Martha's Vineyard	G-1/G-7	5.883%
South Shore, Cape Cod, Martha's Vineyard	G-2	1.672%
South Shore, Cape Cod, Martha's Vineyard	G 3	1.046%
South Shore, Cape Cod, Martha's Vineyard	G-4	0.014%
South Shore, Cape Cod, Martha's Vineyard	G 5	0.130%
South Shore, Cape Cod, Martha's Vineyard	G-6	0.022%
Eastern Massachusetts	S-1/S-2	1.586%
Total		100.000%

Service Territory/Area	Rate Classes	Labor Allocator

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PENSION/PBOP ADJUSTMENT MECHANISM

Western Massachusetts	R-1/R-2	45.690%
Western Massachusetts	R-3/R-4	9.278%
Western Massachusetts	23/24/G-0/T-0	18.847%
Western Massachusetts	G-2/T-4	7.558%
Western Massachusetts	T-2	10.840%
Western Massachusetts	T-5	4.103%
Western Massachusetts	S-1/S-2	3.684%
Total		100.000%

Effective January 1, 20192023, the revenue requirement calculated herein shall be combined for Eastern and Western Massachusetts and allocated to all rate classes by applying the Labor Allocator as shown below.

Rate Class GroupRate Classes	Labor Allocator
ResidentialR-1/R-2	44.192 <u>54.757</u> %
Small General Service/StreetlightsR-3/R-4	5.968 22.743%
Medium General Service G-1/T-1	3.338 12.779%
Large General Service G-2/T-2	20.927 9.720%
G-3/WR	6.507%
G-0/G-1/G-6	0.918%
G-2	1.622%
G-3/SB1	1.428%
G-4	0.028%
G-5	0.044%
G-1/G-7	5.090%
G-2	1.446%
G-3	0.905%
G-4	0.012%
G-5	0.113%
G-6	0.019%
23/24/G-0/T-0	2.541%
G-2/T-4	1.019%
T-2	1.461%
T-5	0.553%
S-1/S-2	1.372%
<u>S-1/S-2</u>	0.497%

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PENSION/PBOP ADJUSTMENT MECHANISM

<u>Total</u>	100.000%

*Total may not foot due to rounding

The effective rates for the PAF, shall be as referenced in M.D.P.U. No. 1 for Eastern Massachusetts and M.D.P.U. No. 2 for Western Massachusetts as in effect from time to time.

1.06 Information Required to be Filed with the Department

Information pertaining to the Pension Adjustment Mechanism shall be filed with the Department at least thirty (30) days before the date on which a new PAF is to be effective. Additionally, the Company will file with the Department a complete list by (sub)account of all Pension and PBOP Plan accounts claimed as recoverable through the PAF over the relevant calendar year. This information will be submitted with each annual PAF filing, along with complete documentation of the reconciliation-adjustment calculations.

1.07 <u>Customer Notification</u>

The Company will notify customers in simple terms of changes to the PAF, including the nature of the change and the manner in which the PAF is applied to the bill. In the absence of a standard format, the Company will submit this notice for approval at the time of each PAF filing. Upon approval by the Department, the Company must immediately distribute these notices to all of its distribution customers either through direct mail or with its bills.

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NSTAR ELECTRIC COMPANY
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RESIDENTIAL ASSISTANCE ADJUSTMENT CLAUSE

RATE RAAC

1.01 Purpose

The purpose of the Residential Assistance Adjustment Clause ("RAAC") is to provide NSTAR Electric Company d/b/a/ Eversource Energy ("Company") a mechanism for the recovery of lost revenue, on an annual basis and subject to the jurisdiction of the Department of Public Utilities (the "Department"), based on the following:

- 1) the reduced or discounted revenue associated with a fixed percentage of the total bill calculated in currently effective rates, and applied to customers taking service under the Residential Low IncomeAssistance tariff rates; and
- 2) incremental expenses directly related to the Company's Residential Arrearage Management Program.

The RAAC would be subject to annual reconciliation/true-up based on actual sales and revenue.

1.02 Applicability

The RAAC shall be applicable to all firm electricity, as measured in kilowatt-hours ("kWhs"), delivered by the Company under retail tariffs unless otherwise designated. For billing purposes in Eastern Massachusetts, the Residential Assistance Adjustment Factor ("RAAF"), as provided for herein, shall be included in the Distribution Charge.

1.03 Effective Date of Annual Adjustment Factor

The RAAF shall be effective on the first day of each calendar year pursuant to the reconciliation as described herein, unless otherwise ordered by the Department.

1.04 **Definitions**

The following terms shall be used in this tariff as defined in this section, unless the context requires otherwise.

- (1) "Distribution Company" or "Company" is NSTAR Electric Company d/b/a/ Eversource Energy-.
- (2) "Residential Low Income Assistance" tariffs" means the Residential Rates R-2 and R-4.

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RESIDENTIAL ASSISTANCE ADJUSTMENT CLAUSE

RATE RAAC

- (3) "Low Income Discounts" is the reduced or discounted revenue associated with a fixed percentage of the total bill calculated in currently effective rates, and applied to customers taking service under the Residential Low IncomeAssistance tariff rates plus expenses associated with the Residential Arrearage Management Program.
- (4) "Year" is the 12-month period ending December 31st for which the RAAF will apply.
- (5) "Prior Year" is the 12-month period ending December 31st prior to the Year.

1.05 Residential Assistance Adjustment Factor Formula

 $RAAF_C =$ $[(Cust_X \times Cust_X \times D\%) + (Cust_X \times AvgUse_X \times Use_X \times D\%) + RAMP_X) + HPR +$ RA] x BDRA_C/FkWh_C where $RAAF_C =$ The annual Residential Assistance Adjustment Factor by Rate Class Group RA =The Reconciliation Adjustment shall be the difference between the actual Low Income Discounts and the actual revenue recovered through the RAAF in the Prior Year. Reconciliations shall be performed annually and interest shall be calculated on the average monthly reconciling balance using the prime rate computed in accordance with 220 C.M.R. § 6.08(2) and added to the reconciling balance Cust = Estimated number of customers enrolled on the Company's Residential Low Income Assistance tariffs during the Year The monthly customer charge for the applicable rate schedules Cust\$ =AvgUse =The estimated average kWh usage per customer under the Residential Low **Income** Assistance tariffs Use\$ =The volumetric charges, including base rate volumetric charges, and any other volumetric charges for the applicable rate schedules D% =The applicable fixed discount percentage applied to the total billing calculated at the applicable rates of customers under the Residential Low Income Assistance tariffs RAMP =The estimated expenses associated with the operation and administration of the Residential Arrearage Management Program during the Year

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RESIDENTIAL ASSISTANCE ADJUSTMENT CLAUSE

RATE RAAC

HPR = A credit of any payments made by customers or write-offs related to arrearage management programs toward hardship protected balances that the Company has amortized

 $BDRA_C =$ The Base Distribution Revenue Allocator for each Rate Class <u>Group</u>

FkWh_C = Total Forecast kWh sales by Rate Class <u>Group</u>

x = Year

Effective February 1, 2018, the RAAF shall be calculated separately for the Eastern and Western Massachusetts territories. The revenue requirement calculated herein for Eastern Massachusetts and Western Massachusetts shall be allocated to all rate classes in each territory by applying the Base Distribution Revenue Allocator as follows:

		Distribution
		Revenue
Service Territory/Area	Rate Classes	Allocator
Eastern Massachusetts	R-1/R-2	40.726%
Eastern Massachusetts	R-3/R-4	4.088%
Greater Boston	G-1/T-1	3.879%
Greater Boston	G-2/T-2	31.309%
Greater Boston	G-3/SBG3/WR	9.384%
Cambridge	G-0/G-1/G-6	0.972%
Cambridge	G-2	1.559%
Cambridge	G-3/SB1/SBG3	1.005%
Cambridge	G-4	0.014%
Cambridge	G-5	0.021%
South Shore, Cape Cod, Martha's Vineyard	G-1/G-7	4.612%
South Shore, Cape Cod, Martha's Vineyard	G-2	1.277%
South Shore, Cape Cod, Martha's Vineyard	G-3	0.715%
South Shore, Cape Cod, Martha's Vineyard	G-4	0.009%
South Shore, Cape Cod, Martha's Vineyard	G-5	0.062%
South Shore, Cape Cod, Martha's Vineyard	G-6	0.009%
Eastern Massachusetts	S-1/S-2	0.359%
Total		100.000%

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RESIDENTIAL ASSISTANCE ADJUSTMENT CLAUSE

RATE RAAC

		1
		Distribution
		Revenue
Service Territory/Area	Rate Classes	Allocator
Western Massachusetts	R-1/R-2	48.027%
Western Massachusetts	R-3/R-4	8.114%
Western Massachusetts	23/24/G-0/T-0	19.596%
Western Massachusetts	G-2/T-4	8.650%
Western Massachusetts	T-2	11.156%
Western Massachusetts	T-5	3.720%
Western Massachusetts	S-1/S-2	0.707%
Total		100.000%

Effective January 1, 20192023, the revenue requirement calculated herein shall be combined for Eastern Massachusetts and Western Massachusetts and allocated to all rate classes by applying the Base Distribution Revenue Allocator for each territory as shown below.

Rate Class Group	Distribution Revenue Allocator	
Rate Classes		
ResidentialR-1/R-2	4 1.145 53.156%	
Small General Service/StreetlightsR-3/R-4	<u>22.078%</u> 4 .575%	
Medium General Service G-1/T-1	<u>14.075%</u> 3.446%	
<u>Large General Service</u> G-2/T-2	<u>10.690%</u> 27.907%	
G-3/WR	7.998%	
G-0/G-1/G-6	0.829%	
G-2	1.329%	
G-3/SB1	0.856%	
G-4	0.012%	
G-5	0.018%	
G 1/G 7	3.930%	
G-2	1.088%	
G-3	0.610%	
G-4	0.008%	
G-5	0.053%	
G-6	0.008%	

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23/24/G-0/T-0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S-1/S-2	0.315%
S-1/S-2	0.095%
<u>Total</u>	100.000%

^{*}Total may not foot due to rounding

1.06 <u>Information Required to be Filed with the Department</u>

Information pertaining to the RAAC shall be filed with the Department at least thirty (30) days before the date on which a new RAAF is to be effective. This information shall be submitted with each annual RAAF filing, along with complete documentation of the reconciliation-adjustment calculations.

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2018 January 14, 2022

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NSTAR ELECTRIC COMPANY 63D63E d/b/a EVERSOURCE ENERGY 63B63D M.D.P.U. No.

Cancels M.D.P.U. No.

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EASTERN MASSACHUSETTS STORM COST RECOVERY ADJUSTMENT

1.01 Purpose

The purpose of this tariff is to provide a mechanism to adjust rates to distribution service customers to recover (a) exogenous storm costs incurred on or after February 1, 2018 February 1, 2018 when the combination of any single storm exceeds \$30 million and the balance in the storm fund exceeds \$75 million and not otherwise recoverable through the Company's Storm Reserve Adjustment Mechanism, M.D.P.U. No. 65, (b) outstanding storm fund balance for costs attributable to emergency response occurring from February 1, 2018 through December 31, 2022 (b) incremental storm costs incurred prior to February 1, 2018 as approved by the Massachusetts Department of Public Utilities (the "Department"), (c) costs incurred by the Company in 2011 for Tropical Storm Irene and the snowstorm in October 2011 pursuant to its settlement agreement in D.P.U. 10-170, and (dcb) any_-prior period balances associated with storm costs approved for recovery by the Department.

1.02 Applicability

The Storm Cost Recovery Adjustment Factor ("SCRAF") shall be a per kilowatt-hour ("kWh") factor applicable to all electricity, measured in kWhs, delivered by the Company to its customers in the Eastern Massachusetts territory under its Distribution Service tariffs. For billing purposes in Eastern Massachusetts, the SCRAF will be combined with the Storm Reserve Adjustment Factor (calculated under M.D.P.U. No. 65) and included in the distribution rate.

1.03 <u>Effective Date</u>

The date on which the annual SCRAF becomes effective shall be the first day of January of each calendar year, unless otherwise ordered by the Department. The Company shall submit SCRAF filings as outlined in Section 1.06 of this tariff.

1.04 Exogenous Storm Costs

Exogenous storm costs are those costs attributable to emergency response, incurred on or after February 1, 2018 February 1, 2018, when the combination of any single storm exceeds \$30 million and or the balance in the storm fund exceeds \$75 million, and not otherwise recoverable through the Company's Storm Reserve Adjustment Mechanism, M.D.P.U. No. 65. Rates for recovery of exogenous storm costs may be subject to Section 1.08 of M.D.P.U. No. 59, as in effect from time to time, per D.P.U. 17-05 and as approved by the Department.

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EASTERN MASSACHUSETTS STORM COST RECOVERY ADJUSTMENT

1.05 SCRAF Formula

 $SCRAF_{C} = \frac{[(RSC_{EMA} + PPRA_{EMA})*BDRA_{EMA}] / FkWh_{EMA}}{PPRA_{SFB}} *BDRA_{TOT}] / FkWh_{TOT}$

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EASTERN MASSACHUSETTS STORM COST RECOVERY ADJUSTMENT

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$SCRAF_C =$	The annual Storm Cost Recovery Adjustment Factor by Rate Class Group
Recovery Year =	The twelve-month period during which the SCRAF will be in effect;
Prior Year =	The twelve-month period prior to the Recovery Year;
RSC _{EMA} -	Recoverable Storm Costs which are those actual and required costs, incurred prior to February 1, 2018 in Eastern Massachusetts, directly attributable to the emergency response and not otherwise represented or recoverable by Eversource Energy in any other rate, charge or tariff, plus carrying charges from the date the Company is billed at the prime rate as published by the <i>Wall Street Journal</i> ;
PPRA _{EMA} —	The Prior Period Reconciling Amount, which is defined as the difference between (a) the Prior Year RSC _{EMA} and (b) the revenue actually collected through the SCRAF for the RSC _{EMA} in the Prior Year plus carrying charges at the prime rate as published by the <i>Wall Street Journal</i> ;
$RSC_{EXO} =$	Exogenous Storm Costs, as defined in Section 1.04, amortized over five years plus carrying charges from the date the Company is billed at the prime rate, or as otherwise approved by the Department, and as published by the <i>Wall Street Journal</i> ;
$PPRA_{EXO} =$	The Prior Period Reconciling Amount, which is defined as the difference between (a) the Prior Year RSC_{EXO} and (b) the revenue actually collected through the $SCRAF$ for the RSC_{EXO} in the Prior Year plus carrying charges at the prime rate, or as otherwise approved by the Department, and as published by the <i>Wall Street Journal</i> ;
RSC _{SFB} =	Outstanding storm fund balance at December 31, 2022, as defined in Section 1.04, amortized over five years plus carrying charges from the date the Company is billed at the prime rate, or as otherwise approved by the Department, and as published by the <i>Wall Street Journal</i> ;

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EASTERN MASSACHUSETTS STORM COST RECOVERY ADJUSTMENT

PPRA _{SFB} =	The Prior Period Reconciling Amount, which is defined as the difference
	between (a) the Prior Year RSC _{SFB} and (b) the revenue actually collected
	through the SCRAF for the RSC _{SFB} in the Prior Year plus carrying charges
	at the prime rate, or as otherwise approved by the Department, and as
	published by the Wall Street Journal:

BDRA_{EMA} = Base Distribution Revenue Allocator for Eastern Massachusetts;

BDRA_{TOT} = Base Distribution Revenue Allocator for Eastern and Western Massachusetts;

FkWh_{EMA} = Forecast kWh in Eastern Massachusetts by Rate Class for the Recovery Year; and

FkWh_{TOT} = Total forecast kWh in Eastern and Western Massachusetts by Rate Class Group for the Recovery Year.

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EASTERN MASSACHUSETTS STORM COST RECOVERY ADJUSTMENT

Service Territory/Area	Rate Classes	EMA
		Distribution
		Revenue
		Allocator
Eastern Massachusetts	R-1/R-2	40.079%
Eastern Massachusetts	R-2/R-3	4.023%
Greater Boston	G-1/T-1	3.980%
Greater Boston	G-2/T-2	32.226%
Greater Boston	G-3/SBG3/WR	9.236%
Cambridge	G-0/G-1/G-6	0.957%
Cambridge	G-2	1.534%
Cambridge	G-3/SB1/SBG3	0.989%
Cambridge	G-4	0.014%
Cambridge	G-5	0.020%
South Shore, Cape Cod, Martha's Vineyard	G-1/G-7	4.539%
South Shore, Cape Cod, Martha's Vineyard	G-2	1.257%
South Shore, Cape Cod, Martha's Vineyard	G-3	0.704%
South Shore, Cape Cod, Martha's Vineyard	G-4	0.009%
South Shore, Cape Cod, Martha's Vineyard	G-5	0.061%
South Shore, Cape Cod, Martha's Vineyard	G-6	0.009%
Eastern Massachusetts	S-1/S-2	0.363%
Total		100.000%

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EASTERN MASSACHUSETTS STORM COST RECOVERY ADJUSTMENT

Rate Class GroupRate Classes	EMA/WMA-Distribution Revenue Allocator
Residential R-1/R-2	53.156%41.145%
Small General Service/Streetlights R-2/R-3	22.078%4 .575%
Medium General Service G-1/T-1	14.075% 3.446%
Large General Service G-2/T-2	10.690% 27.907%
G-3/SBG3/WR	7.998%
G-0/G-1/G-6	0.829%
G-2	1.329%
G-3/SB1/SBG3	0.856%
G-4	0.012%
G-5	0.018%
G-1/G-7	3.930%
G-2	1.088%
G-3	0.610%
G 4	0.008%
G 5	0.053%
G 6	0.008%
23/24/G 0/T 0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S-1/S-2	0.315%
S-1/S-2	0.095%
<u>Total</u>	100.000%

1.06 Annual Filing

The calculation of the SCRAF is subject to review and approval by the Department. The Company shall file its SCRAF annually on or around November 15. Such filing shall include reconciliation of data for prior periods as appropriate.

1.07 Regulatory Authority

This tariff is governed by the provisions of G.L. c. 164, §§ 76 and 94; 220 C.M.R. 5.00 et seq. orders of the MDPU in furtherance thereof or related thereto.

2018 January 14, 2022

President Effective: January

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M.D.P.U. No.

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STORM RESERVE ADJUSTMENT MECHANISM

1.01 Purpose

The purpose of the Storm Reserve Adjustment Mechanism (SRAM) is to provide a means for the Company to adjust its Storm Reserve Fund ("Storm Fund") for storm costs incurred after February 1, 2018 January 1, 2023 that are in excess of the amount of storm reserve funding amortized in base distribution rates as approved in D.P.U. 17-05.

1.02 **Applicability**

The Storm Reserve Adjustment Factor ("SRAF") shall be a per kilowatt-hour ("kWh") factor applicable to all electricity, measured in kWhs, delivered by the Company to its customers under its Distribution Service tariffs. For billing purposes in Eastern Massachusetts, the SRAF, as provided for herein, shall be included in the Distribution Charge.

1.03 Effective Date

The date on which the annual SRAF becomes effective shall be the first day of January of each calendar year, unless otherwise ordered by the Department. The Company shall submit filings under this tariff as outlined in Section 01.05.

1.04 **SRAF Mechanism**

The SRAF shall recover or refund the storm costs in excess of the allowable balance of the Company's Storm Reserve Fund as approved in D.P.U. <u>1722-05-22</u> ("Recoverable Balance"). The Recoverable Balance calculated herein shall be combined for Eastern Massachusetts and Western Massachusetts and allocated to all rate classes by applying the Base Distribution Revenue Allocator as shown below.

Rate Class Group	Distribution Revenue Allocator
Rate Classes	
ResidentialR-1/R-2	<u>53.156%</u> 41.145%
Small General Service/StreetlightsR-3/R-4	22.078%4.575%
Medium General Service G-1/T-1	<u>14.075%</u> 3.446%
Large General Service G-2/T-2	<u>10.690%27.907%</u>
G-3/WR	7.998%
G-0/G-1/G-6	0.829%
G-2	1.329%

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STORM RESERVE ADJUSTMENT MECHANISM

G-3/SB1	0.856%
G-4	0.012%
G-5	0.018%
G-1/G-7	3.930%
G-2	1.088%
G-3	0.610%
G-4	0.008%
G-5	0.053%
G-6	0.008%
23/24/G 0/T 0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S-1/S-2	0.315%
S-1/S-2	0.095%
<u>Total</u>	100.000%

^{*}Total may not foot due to rounding

All revenue billed through the SRAFs shall be credited against the Recoverable Balance. The Recoverable Balance shall accrue interest at the prime rate during the recovery period. The provisions of this tariff will remain in effect until terminated or revised as proposed by the Company and approved by the Department from time to time.

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STORM RESERVE ADJUSTMENT MECHANISM

1.05 Annual SRAF Filings with the Department

The Company shall make a SRAF filing as part of the Company's annual electric reconciliation filing at least forty-five (45) days before January 1st of the next year. Such filing shall include reconciliation of data for prior periods as appropriate.

1.06 Regulatory Authority

This tariff is governed by the provisions of G.L. c. 164, §§ 76 and 94; 220 C.M.R. 5.00 et seq. orders of the MDPU in furtherance thereof or related thereto.

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

1.01 Purpose

The Solar Program Cost Adjustment ("SPCA") shall recover adjust rates from to all customers taking service under the Company's rates retail tariffs only those the Solar Program costs incurred by the Company and net of the sale of the energy, capacity, renewable energy credits and any other non-customer revenue offsets received for providing its Solar Programthat are not included in base distribution rates. The Solar Program consists of three solar facilities commissioned by the Company: (1) a 1.8 MW solar facility located on eight acres of brownfield property in Pittsfield, MA (the "Silver Lake Solar Facility"); (2) a 2.3 MW solar facility on twelve acres of brownfield property located in Springfield, MA (the "Indian Orchard Solar Facility"); and (3) a 3.9 MW solar facility on 22 acres of a landfill located in Springfield, MA (the "Cottage Street Solar Facility"). These costs shall be constituted by any Program-related incremental costs as defined in the formula below and otherwise qualifying under the terms of the Stipulation Agreement dated June 18, 2009 in D.P.U. 09-05 and as amended in D.P.U. 13-50.

1.02 Effective Date

The SPCA factor will be implemented no later than January 1, 2011, and each year thereafter, or as described herein.

1.03 SPCA Formula

SPCA Factor = RR * BDRA
Estimated Calendar Year kilowatt-hour Sales

Where RR is the total revenue requirement needed to recover the prior period cumulative actual solar investment and monthly operating expenses incurred throughout the prior calendar year and RR = EXP + $[RB \times ROR] - CR + ADJ + MB$:

Where the term "prior period" and/or "prior calendar year" represent the period prior to January 1 each year;

And where

Estimated Calendar Year kilowatt-hour Sales is the Company's best estimate based on its most

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

current forecast.

- For purposes of the SPCA, incremental costs shall mean only those costs that are completely and directly incurred by, and necessary for, the Program. Incremental costs shall exclude those direct or allocated costs represented or recoverable in whole or part by any other rate, charge or tariff.
- EXP is the actual monthly operation and maintenance cost incurred throughout the prior calendar year incrementally caused by the Program, including but not limited to such expenses as payroll and associated employee costs, material and supplies, taxes, roof or land rental or lease payments or other consideration provided to host facilities and specific liability protection for Program facilities related to host facilities.
- Should certain actual monthly expenses be unavailable at the time the SPCA Factor is calculated, the Company may use an estimate and reconcile such amount through the ADJ component.
- Employee costs will exclude pension/PBOP costs recovered through the Company's Pension/PBOP Mechanism unless said tariff is terminated by the Department.
- There shall be no recovery rental and lease payment for utility-owned property.
- RB is the rate base amounts associated with the facilities that have been commissioned prior to January 1st of each year. For purposes of this tariff, the commissioning date shall mean the instant in which the Company interconnects a solar facility with its distribution system and the facility commences commercial operation. RB will include, but is not limited to gross plant, depreciation reserve, accumulated deferred income taxes and a working capital allowance of 1.56 percent times RR (as may be changed from time to time by the Company's most recent distribution rate case order). Rate base will be determined on a monthly basis reflecting the commissioning date of a solar facility. Should certain actual monthly rate base balances be unavailable at the time the SPCA factor is calculated, the Company may use an estimate and reconcile such balance through the ADJ component.
- BDRA is the Base Distribution Revenue Allocator.
- ROR is rate of return used to calculate the return on the Company's solar investment. The ROR

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

will be determined as follows:

ROR = WACDA + WACEA

Where

WACDA= LTDR x EMBCOD x GRCF

And

WACEA= ER x EC x GRCF

And where

LTDR= the average of the Company's actual long-term debt for the most recent five

quarters divided by the average of the actual long-term debt and equity for the

same five quarters.

EMBCOD = the cost of debt issued during the period of solar investments made in 2010, 2011

and 2012. To the extent any of the bonds allocated through this formula mature prior to the total recovery of the solar investment, the formula will be updated to include the components of the replacement bond. This component is calculated

using the SLTD_n components defined below.

ER = the Company's actual 5-quarter average equity ratio.

EC = the equity rate of 9.00 percent as described in Article 8.3.

GRCF = the gross revenue conversion factor applied to the rate of return necessary to

recover the revenue requirement. In the case of the WACD, the factor is 1. The factor for the WACE is 1/(1-T) where T equals effective tax rate for federal and

state income tax the Company must recover to achieve 9.00 percent.

WACDA = the WACD adjusted for state and federal income taxes.

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

WACEA = the WACE adjusted for state and federal income taxes.

• SLTD_n is the long-term cost of debt associated with the Program investment and is included in the ROR in year n. The first year of solar investment is 2010.

 $SLTD_n =$ [2010SI / 2010TB] x 2010TB(@BIR) 2010TSI Where 2010SI =2010 solar investment commissioned. 2010TB =the new 2010 total bond issuance if any. 2010TB(@BIR) =the amount of the 2010 total bond issue allocated to the 2010 solar investment at the total interest cost of that bond. If no bond is issued, then the Company's short-term component will be utilized. the total solar investment through 2010 weighting the overall interest rate 2010TSI = for each issuance. And $SLTD_2 =$ $[2011SI / 2011TB] \times 2011TB(@BIR) + SLTD_{int1}$ 2011TSI Where 2011SI =2011 solar investment commissioned. 2011TB = the new 2011 total bond issuance if any.

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

2011TB(@BIR) =	the amount of the 2011 total bond issue allocated to the 2011 solar investment at the total interest cost of that bond.
$SLTD_{int1} =$	the interest amount calculated on the allocated portion of $2010TB(@BIR)$.
2011TSI =	the total solar investment through 2011 weighting the overall interest rate for each issuance.
And where	
$SLTD_3 =$	
Where	
2012SI =	2012 solar investment commissioned.
2012TB =	the new 2012 total bond issuance if any.
2012TB(@BIR) =	the amount of the 2012 total bond issue allocated to the 2012 solar investment at the total interest cost of that bond.
$SLTC_{int2} =$	the interest amount calculated on the allocated portion of 2011TB(@BIR).
2012TSI =	the total solar investment through 2012 weighting the overall interest rate for each issuance.

To the extent any of the bonds allocated through this formula mature prior to the total recovery of the solar investment, the formula will be updated to include the components of the replacement bond.

• CR is the actual annual amount of revenues received for the previous 12-month period from the sale of the energy, capacity, renewable energy credits and any other non-customer revenue offsets

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that the Company is able to obtain from or for its solar facilities.

• ADJ is an adjustment reflecting the reconciliation of the prior period revenue requirement to true up differences resulting from actual and allowed revenue or the use of any estimated data. Any under/over recoveries will include a carrying charge based on the monthly average balance at the customer deposit rate as described below.

MB is the recovery of mobilization costs, which represent costs incurred to implement the program prior to Department approval.

Effective February 1, 2018, the SPCA shall be calculated for the Western Massachusetts territory only. The revenue requirement calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator as follows:

		Distribution
		Revenue
Service Territory/Area	Rate Classes	Allocator
Western Massachusetts	R-1/R-2	48.027%
Western Massachusetts	R-3/R-4	8.114%
Western Massachusetts	23/24/G-0/T-0	19.596%
Western Massachusetts	G-2/T-4	8.650%
Western Massachusetts	T-2	11.156%
Western Massachusetts	T-5	3.720%
Western Massachusetts	S-1/S-2	0.707%
Total		100.000%

Effective January 1, 20192023, the revenue requirement calculated herein shall be allocated to all rate classes by applying the Base Distribution Revenue Allocator for each territory as shown below.

Rate Class Group	Distribution Revenue Allocator
Rate Classes	
Residential R-1/R-2	<u>53.156%</u> 41.145%

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

Small General Service/StreetlightsR-3/R-4	<u>22.078%</u> 4. 575%
Medium General Service G-1/T-1	<u>14.075%</u> 3.446%
Large General Service G-2/T-2	<u>10.690%27.907%</u>
G-3/WR	7.998%
G-0/G-1/G-6	0.829%
G 2	1.329%
G-3/SB1	0.856%
G 4	0.012%
G 5	0.018%
G-1/G-7	3.930%
G 2	1.088%
G-3	0.610%
G 4	0.008%
G 5	0.053%
G 6	0.008%
23/24/G-0/T-0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S-1/S-2	0.315%
S-1/S-2	0.095%
<u>Total</u>	100.000%

The SPCA factor shall be established annually based on the actual Program revenue requirements needed to recover the solar investment and operating costs incurred to date.

The Company will reconcile any estimates used for the purpose of determining the SPCA factor. The Company will also reconcile the revenue allowed as a result of the approved SPCA factor with the actual revenue collected from customers. Any over- and under-recoveries occurring as a result of such reconciliation shall incur a carrying charge based on the monthly average reconciled balance at the customer deposit rate.

The first year's SPCA factor will be based on calendar-year data ending December of that year. Any over-or under-recoveries will be included as part of the ADJ component and shall be refunded to or collected

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SOLAR PROGRAM COST ADJUSTMENT (SPCA)

from all customers on a per kilowatt-hour basis over the following twelve (12) months, with interest at the customer deposit rate not adjusted for taxes.

1.04 Information to be filed with the Department

The Company may file to update data at any time should significant over- or under-recoveries occur and flow the updated through the tariff formula. If actual costs and revenues are unavailable for any month, said costs or revenues shall be estimated, subject to later adjustment through the ADJ component, for purposes of the foregoing calculation. Any adjustment of the SPCA factor shall be in accordance with a notice filed with the Department of Public Utilities ("Department") setting forth the amount of the proposed new factor, the amount of the increase or decrease, and the effective delivery charge in the Company's rates as adjusted to reflect the new factor. The notice shall further specify the effective date of such adjustments, which shall not be earlier than thirty (30) days after the filing of the notice, or such other date as the Department may authorize.

The operation of the SPCA is subject to Section 58 of Chapter 169 of the Acts of 2008 (as codified at G.L. c. 164, §1A(f) and the other provisions of Chapter 164 of the General Laws.

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SOLAR EXPANSION COST RECOVERY MECHANISM

1.0 PURPOSE AND APPLICABILITY

1.1 Purpose

The purpose of the Solar Expansion Cost Recovery Mechanism is to recover from Customers the investment and ongoing maintenance costs of solar generation projects constructed, owned and operated by NSTAR Electric Company d/b/a Eversource Energy (the "Company") pursuant to Section 1A(f) of Chapter 164 of the General Laws, as amended by An Act Relative to Solar Energy ("Act") and Section 77 of Chapter 8 of the Acts of 2021.

1.2 Applicability

The Solar Expansion Cost Recovery Factor ("SECRF") shall be applied to all kilowatt-hours (kWh) delivered by the Company, to all customers taking service under its retail rate tariffs in the Eastern Massachusetts and Western Massachusetts territories, as determined in accordance with the provisions of Section 3.0 of this tariff. The SECRF shall be determined annually by the Company, as defined below, subject to the Department of Public Utilities' (the "Department") review and approval.

1.3 Effective Date

The annual SECRF shall be effective on January 1st of each calendar year. Pursuant to Section 5.2, the annual SECRF may be adjusted to reflect a partial year revenue requirement. Such adjustment, if applicable, shall be effective July 1st of each calendar year.

2.0 <u>DEFINITIONS</u>

- (1) <u>Annual Revenue Requirement</u> shall mean the Return on Rate Base and associated income taxes relating to the Company's investment in solar, along with accumulated depreciation and accumulated deferred taxes, depreciation expense, incremental operation and maintenance expense, property taxes, and amortization of investment tax credits.
- (2) <u>Rate Base</u> shall include, but is not limited to, gross plant, depreciation reserve, accumulated deferred income taxes, and a working capital allowance as determined in the Company's most recent distribution rate case. Rate Base will be determined on a monthly basis during the initial year following the in-service date of the solar generation facility and on a quarterly basis during subsequent years.

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SOLAR EXPANSION COST RECOVERY MECHANISM

- (3) Return on Rate Base shall be based on the Rate Base multiplied by the Company's after tax weighted average cost of capital as approved in the Company's most recent distribution rate case adjusted to a pre-tax basis by using currently effective federal and state income tax rates applicable to the period of the investment.
- (5)(4) Incremental Operation and Maintenance Expense is the actual monthly incremental operation and maintenance cost incurred through the prior twelve-month period caused by the solar generation facilities, including but not limited to such expenses as payroll and associated employee costs, contractor costs, material and supplies, and any lease payments approved by the Department. If actual monthly expenses are unavailable at the time that rates are calculated, the Company may use an estimate and reconcile such amount in the next adjustment. Only those costs directly charged to the solar generation facilities and are necessary for the operation and maintenance of the solar generation facilities shall be included. Those direct or allocated costs recovered by any other rate, charge or tariff shall be excluded.
- (6)(5) <u>Distribution Revenue Allocators</u> are the allocation factors for each rate class <u>group</u> applied to the Revenue Requirement that the <u>Company</u> is allowed to recover, as approved by the <u>Department</u>, for purposes of determining the SECRF for each rate class.

The revenue requirement calculated herein shall be combined for Eastern Massachusetts and Western Massachusetts and allocated to each rate class group as follows:

Rate Class Group	Distribution Revenue Allocator
Rate Classes	
Residential R-1/R-2	<u>53.156%</u> 41.145%
Small General Service/StreetlightsR-3/R-	22.078%4.575%
4	
Medium General Service G-1/T-1	<u>14.075%</u> 3.446%
Large General Service G-2/T-2	<u>10.690%</u> 27.907%
G-3/WR	7.998%
G 0/G 1/G 6	0.829%
G-2	1.329%
G-3/SB1	0.856%
G-4	0.012%
G-5	0.018%

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G-1/G-7	3.930%
G-2	1.088%
G-3	0.610%
G-4	0.008%
G 5	0.053%
G-6	0.008%
23/24/G-0/T-0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S-1/S-2	0.315%
S-1/S-2	0.095%
Total	100.000%

3.0 RATE FORMULA

3.1 <u>Derivation of SECRF</u>

 $SECRF_c = (\underbrace{RR + RA) \times DRA_r}_{FkWh_r}$

where:

Designates a separate factor for each rate class.

SECRF_r The Solar Expansion Cost Recovery Factor, by rate class.

DRA_r Distribution Revenue Allocator for each rate class group, as

specified in Section 2.0 (5).

FkWh_r Forecast kWh for each rate class.

RR Annual Revenue Requirement as defined in Section 2.0 (1).

RA Annual Reconciliation Adjustment, which shall include any

credits for energy sales and credits for either the sales of RECs into the ISO-NE market or the market value of RECs used to comply with the RPS, credits for capacity sales, if any, plus

-October

interest, during the prior year.

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3.2 Application of SECRF to Customer Bills

The SECRF (\$ per kWh) shall be calculated to the nearest one one-thousandth (\$0.00001) of a cent per kWh and will be applied to the monthly kWh sales. In the Eastern Massachusetts territory, the SECRF will be included with the distribution kWh charge on customer's bills.

5.04.0 RECONCILIATION ADJUSTMENTS

5.14.1 The prior year annual revenue requirement shall be reconciled to the actual amount of revenue billed to customers through the SECRF. Such reconciliation shall include any credits for (1) net proceeds associated with energy sales to the Independent System Operator of New England ("ISONE"), (2) either (a) net proceeds associated with sales of Renewable Energy Certificates ("RECs") or (b) the market value of RECs which were used to comply with the Renewable Portfolio Standards established in Mass. Gen. Laws c. 25A, § 11F and 220 C.M.R. 14.00 – 16.00 et seq., and (3) net proceeds, if any, associated with bidding the capacity of the solar generating facilities into the ISONE Forward Capacity Market, and the excess or deficiency, including interest rate paid on customer deposits, shall be used to adjust the subsequent year's SECRF.

6.05.0 INFORMATION TO BE FILED WITH THE DEPARTMENT

- 6.15.1 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 SECRF. The notice shall further specify the effective date of such adjustment, which shall not be earlier than sixty days after the filing of the notice, or such other date as the Department may authorize.
- 6.25.2 During any period in which the Company completes construction and puts into service solar generation facilities, the Company shall submit two filings each year, on May 1st and November 1st, with the Department which would include new solar generation facilities with in-service dates up through December 31 and June 30, respectively, requesting approval of the partial year revenue requirement over the period beginning with the effective date of such new SECRF.
- 6.35.3 The Company shall file a schedule of solar generation projects to be recovered through the Solar Expansion Cost Recovery Mechanism. Such schedule may be amended to include new projects to the extent the Department approves additional solar generation facilities pursuant to Section 1A(f) of Chapter 164 and/or Section 77 of Chapter 8 of the Acts of 2021.

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NET METERING

Applicability

The following tariff provisions shall be applicable to a Host Customer, as defined herein, that requests Net Metering services from the Distribution Company, with the exception of a Host Customer that is 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. A Governmental Cooperative shall not be considered 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: *Rules Governing the Restructuring of the Electric Industry*. Service under this rate to any Host Customer is subject to the Distribution Company's printed requirements and the Distribution Company's Terms and Conditions for Distribution Service, each as in effect from time to time. The interconnection date of a Net Metering Facility shall have no bearing on a Host Customer's eligibility to request Net Metering services under this tariff.

Section 1.01 Definitions

The terms set forth below shall be defined as follows, unless the context otherwise requires.

Administrator means the qualified entity selected by the Department to administer the Massachusetts System of Assurance of Net Metering Eligibility, as established by the Department pursuant to M.G.L. c. 164, § 139(g).

Agricultural Net Metering Facility means a Renewable Energy generating facility that

- (a) is operated as part of an agricultural business and is not participating in the Small Hydroelectric Net Metering Program;
- (b) generates electricity;
- (c) does not have a generation capacity of more than two megawatts;
- (d) is located on land owned or controlled by the agricultural business;
- (e) is used to provide energy to metered accounts of the business; and

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(f) is interconnected to the Distribution Company.

"Agriculture" has the same meaning as provided in M.G.L. c. 128, § 1A; provided that, when necessary, the Commissioner of the Department of Agricultural Resources shall determine if a business is an agricultural business and whether the facility is operated as part of that business.

Anaerobic Digestion Net Metering Facility means a facility that

- (a) generates electricity from a biogas produced by the accelerated biodegradation of organic materials under controlled anaerobic conditions;
- (b) has been determined by the Department of Energy Resources, in coordination with the Department of Environmental Protection, to qualify under the Department of Energy Resources' regulations as a Class I renewable energy generating source under 225 CMR 14:00: *Renewable Energy Portfolio Standard-Class I* and M.G.L. c. 25A, § 11F; and
- (c) is interconnected to the Distribution Company.

Avoided Energy Supply Component (AESC) Study refers to the study sponsored by electric and gas utilities and energy efficiency program administrators in support of the Distribution Company's energy efficiency plans.

<u>Billing Period</u> means the period of time set forth in the Distribution Company's terms and conditions for which the Distribution Company bills a Customer for its electricity consumed or estimated to have been consumed.

<u>Behind-the-Meter (BTM)</u> means a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility that serves on-site load other than parasitic load or station load utilized to operate the facility.

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<u>Cap Allocation</u> means an assurance from the Administrator that a Host Customer will receive Net Metering services upon a Host Customer's receipt from the Distribution Company of a notice of authorization to interconnect.

Cap Exempt Facility means a Class I Net Metering Facility that:

- (a) is a renewable energy generating facility; and
- (b) has a nameplate capacity rating equal to or less than:
 - (i) 10 kilowatts on a single-phase circuit; or
 - (ii) 25 kilowatts on a three-phase circuit.

<u>Class I Net Metering Facility</u> means a plant or equipment that is used to produce, manufacture, or otherwise generate electricity, that has a design capacity of 60 kilowatts or less, and that is not a Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program.

<u>Class II Net Metering Facility</u> means an Agricultural Net Metering Facility, Anaerobic Digestion 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 of 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. Each Municipality or Other Governmental Entity may have an aggregate generating capacity of not more than 10 megawatts.

<u>Class III Net Metering Facility</u> means an Agricultural Net Metering Facility, Anaerobic Digestion 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 of 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. Each Municipality or Other Governmental Entity may have an aggregate generating capacity of not more than 10 megawatts.

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<u>Customer</u> 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.

<u>Department</u> means the Massachusetts Department of Public Utilities.

<u>Distribution Company</u> means NSTAR Electric Company d/b/a Eversource Energy.

<u>Energy Storage System (ESS)</u> means a commercially available technology that is capable of absorbing energy, storing it for a period of time, and thereafter dispatching electricity; provided, however, that an energy storage system shall not be any technology with the ability to produce or generate energy.

<u>Forward Capacity Auction (FCA)</u> means the auction held by ISO-NE to purchase enough qualified resources to satisfy the region's future electricity needs and allow enough time to construct new capacity resources.

<u>Forward Capacity Market (FCM)</u> means the long-term wholesale electricity market, administered by ISO-NE, that assures resource adequacy, locally, and systemwide. Capacity resources may be new or existing resources, and include supply from generators, import capacity, or demand resources.

<u>Front-of-the-Meter (FTM)</u> means a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility that serves no associated on-site load other than parasitic load or station load utilized to operate the generation unit.

<u>Governmental Cooperative</u> means a cooperative, organized pursuant to M.G.L. c. 164, § 136, whose members or shareholders are all Municipalities or Other Governmental Entities.

<u>Grandfathered Facility</u> means a Net Metering Facility that is not a Cap Exempt Facility and that was interconnected to the distribution system and was included in the Distribution Company's net metering caps on or before April 24, 2013 and therefore was exempted from the System of Assurance.

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<u>Host Customer</u> means a Customer with a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program that generates electricity on the Customer's side of the meter.

<u>Interconnection Tariff</u> means the Distribution Company's Standards for Interconnecting Distributed Generation, M.D.P.U. No. 55, as may be amended from time to time.

<u>ISO-NE</u> 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.

Market Net Metering Credit means a Net Metering Credit, calculated pursuant to Section 1.06(3) below and summarized in Appendix B, provided by the Distribution Company for the net excess electricity generated and fed back to the Distribution Company by (i) a New Solar Net Metering Facility; and (ii) other Solar Net Metering Facilities that are not Cap Exempt Facilities after 25 years from the date that each Solar Net Metering Facility was first authorized to interconnect to the electric distribution system as provided by M.G.L.c.164, § 139(k).

<u>Municipality</u> means a city or town within the Distribution Company's service territory that is also a Customer of that Distribution Company. Electric accounts of a city or town are not eligible for net metering under this tariff unless they are accounts with the Distribution Company.

<u>Neighborhood</u> means a geographic area within a Municipality, subject to the right of the Department to grant exceptions pursuant to 220 CMR 18.09(7), 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.

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<u>Neighborhood Net Metering Facility</u> means a Class I Net Metering Facility, Class II Net Metering Facility, or Class 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
- (c) is located within the same Neighborhood as the Customers that own or are served by the facility.

<u>Net Metering</u> means the process of measuring the difference between electricity delivered by the Distribution Company and electricity generated by a Class I Net Metering Facility, Class II Net Metering Facility, Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program and fed back to the Distribution Company.

<u>Net Metering Credit</u> means any credit provided by the Distribution Company for the net excess electricity generated and fed back to the Distribution Company by a Class I Net Metering Facility, Class II Net Metering Facility, Neighborhood Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program calculated pursuant to Section 1.06 below.

Net Metering Facility of a Municipality or Other Governmental Entity means a Class II or Class III Net Metering Facility:

- (a) that is owned or operated by a Municipality or Other Governmental Entity that is a Host Customer; or
- (b) of which the Municipality or Other Governmental Entity is the Host Customer and is assigned 100% of the output.

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New Solar Net Metering Facility means:

- (a) a Solar Net Metering Facility that submits an application for a Cap Allocation to the System of Assurance after the Notification Date for the entire capacity of the Solar Net Metering Facility; or
- (b) a Solar Net Metering Facility that submits an application for a Cap Allocation to the System of Assurance before the Notification Date, but which is subsequently deemed complete by the Administrator and does not receive a Cap Allocation from the Administrator until after January 8, 2017; or
- (c) the following types of Solar Net Metering Facilities that seek to expand after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class II Net Metering Facility or Class III Net Metering Facility: (i) a facility that submits an application for a Cap Allocation to the System of Assurance before the Notification Date, is subsequently deemed complete by the Administrator and receives a Cap Allocation on or before January 8, 2017, (ii) a Cap Exempt Facility interconnected on or before the Notification Date, or (iii) a Grandfathered Facility.

Notification Date means September 26, 2016 at 2:00 p.m., after which all New Solar Net Metering Facilities that are not Cap Exempt Facilities shall generate Market Net Metering Credits as determined pursuant to M.G.L. c.164, § 139(b½).

Other Governmental Entity means a department or agency of the Federal government or of the Commonwealth of Massachusetts, and any other entity as approved by the Department.

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.

<u>Small Hydroelectric Net Metering Credit</u> means a Net Metering Credit, calculated pursuant to Section 1.06(4) below and summarized in Appendix C, provided by the Distribution Company for the net excess electricity generated and fed back to the Distribution Company by a Small

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Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program.

<u>Small Hydroelectric Net Metering Facility</u> means a facility for the production of electrical energy that uses water to generate electricity, with a nameplate capacity of two megawatts or less, and is interconnected to a Distribution Company.

<u>Small Hydroelectric Net Metering Program</u> means a distinct technology-specific Net Metering program wherein each Small Hydroelectric Net Metering Facility that seeks to net meter while the program is open participates in a separate cap and generates a Small Hydroelectric Net Metering Credit pursuant to M.G.L. c. 164, § 139A.

<u>Solar Net Metering Facility</u> means a facility for the production of electrical energy that uses sunlight to generate electricity and is interconnected to the Distribution Company.

Standard Net Metering Credit means a Net Metering Credit, calculated pursuant to Section 1.06(1) below and summarized in Appendix A, provided for the net excess electricity generated and fed back to the Distribution Company by all net metering facilities except for the following:

- (a) New Solar Net Metering Facilities; and
- (b) Solar Net Metering Facilities that are not Cap Exempt Facilities.

System of Assurance means the Massachusetts System of Assurance of Net Metering Eligibility, as established by the Department pursuant to M.G.L. c. 164, § 139(g).

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:

(1) Application procedures;

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- (2) Information necessary for requests;
- (3) Metering and technical requirements; and
- (4) 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 Net Metering Facility or Class III Net Metering Facility, or Small Hydroelectric Net Metering Facility greater than 60 kW participating in the Small Hydroelectric Net Metering Program shall install at the Host Customer's expense revenue-grade meters to measure the generator's kilowatt-hour ("kWh") output.
- (2) Host Customers with a Class I Net Metering Facility or a Small Hydro Net Metering Facility that is 60 kW or less participating in the Small Hydroelectric Net Metering Program shall install at the Host Customer's expense revenue-grade meters to measure the generator's kWh output.
- (3) Host Customers with a FTM Class II Net Metering Facility or FTM Class III Net Metering Facility shall install at the Host Customer's expense, revenue grade meters to measure the generator's kWh output. Such meters shall be compliant with ISO-NE requirements for settlement only generators.
- (4) Host Customers with a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility shall have the necessary metering and shall provide the Distribution Company with the appropriate information to comply with Section 1.08.

Section 1.04 Qualifications for Neighborhood Net Metering Facilities

The Host Customer of a Neighborhood Net Metering Facility shall fulfill the requirements of the Distribution Company's Interconnection Tariff, as noted in Section 1.02 above, and shall further provide and maintain on file with the Distribution Company written documentation demonstrating

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that all parties eligible to receive Net Metering Credits from the Neighborhood Net Metering Facility meet the terms of the definition of a Neighborhood Net Metering Facility, as provided herein and in the Department's regulations at 220 C.M.R. 18.02.

Section 1.05 Administration of Net Metering Credits

- (1) The Distribution Company shall calculate a Net Metering Credit as set forth in Section 1.06 below, and not bill a Host Customer for kWh usage, for any Billing Period in which the kWh generated by a Class I, II, or III Net Metering Facility, Neighborhood Net Metering Facility, New Solar Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program exceed the kWh usage of the Host Customer.
- (2) The Distribution Company shall bill a Host Customer for excess consumption for any Billing Period in which the kWh consumed by a Host Customer exceed the kWh generated by a Class I, II or III Net Metering Facility, Neighborhood Net Metering Facility, New Solar Net Metering Facility, or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program.

Section 1.06 Calculation of Net Metering Credits

The Net Metering Credit based on the excess electricity generated by a Net Metering Facility shall be determined as either a Standard Net Metering Credit, Market Net Metering Credit, or Small Hydroelectric Net Metering Credit pursuant to this section.

(1) Standard Net Metering Credit

(a) The following Net Metering Facilities shall receive a Standard Net Metering Credit:

Net Metering Facility Size		
Class I	Class III	
Solar*		Not Applicable
Wind		Not Applicable
Anaerobic Digestion		Not Applicable
Agricultural		Not Applicable

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Net Metering Facility Size				
Class I Class II Class III				
Not Applicable Municipality or Other Governmental Entity				
Cap Exempt Not Applicable				

- * A Solar Net Metering Facility that is not a New Solar Net Metering Facility but that seeks to expand the generating capacity after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class I Net Metering Facility shall continue to receive the Standard Net Metering Credit. Facilities that expand such that the entire facility, including the expanded generating capacity, is a Class II Net Metering Facility or a Class III Net Metering Facility will generate Market Net Metering Credits.
- (i) The Standard Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 100% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the distribution charge;
 - c. the transmission charge; and
 - d. the transition charge.
- (ii) Solar Net Metering Facilities are eligible to receive Standard Net Metering Credits pursuant to Section 1.06(1) for a period of 25 years from the date on which the Solar Net Metering Facility was first authorized to interconnect to the distribution system. After 25 years, any Solar Net

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Metering Facility that is not a Cap Exempt Facility shall receive Market Net Metering Credits pursuant to Section 1.06(3) below.

- (iii) New Solar Net Metering Facilities that are also Agricultural Net Metering Facilities are eligible to receive Standard Net Metering Credits pursuant to this provision for a period of 25 years from the date on which the facility was first authorized to interconnect to the distribution system, and, thereafter shall receive Market Net Metering Credits pursuant to Section 1.06(3) below. Provided, however, that any New Solar Net Metering Facility that is also an Agricultural Net Metering Facility that ceases to be designated as an agricultural facility at any time during such 25-year period, shall immediately receive Market Net Metering Credits (instead of Standard Net Metering Credits) pursuant to Section 1.06(3) below.
- (b) The following Net Metering Facilities shall receive a Standard Net Metering Credit:

Net	Metering Facility Size	
Class I	Class II	Class III
Other than Solar, Wind,		
Anaerobic Digestion, or		
Agricultural, or Small		
Hydroelectric	Not Ap	plicable
participating in the Small		
Hydroelectric Net		
Metering Program		

- (i) The Standard Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 100% of the excess kWh, by time-of-use if applicable; and
 - (2) the average monthly clearing price at the ISO-NE.
- (ii) Electricity generated from any technology except Solar, Wind, Agricultural, Anaerobic Digestion, and Small Hydroelectric Net Metering Facilities

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Participating in the Small Hydroelectric Net Metering Program and which qualifies as a Class I Renewable Energy generating source under M.G.L. c. 25A, § 11F shall receive a Standard Net Metering Credit pursuant to this section; 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.

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Subject to Section 1.06(1)(c)(ii) below, the following Net Metering Facilities shall receive a Standard Net Metering Credit:

Net Metering Facility Size				
Class I	Class II	Class III		
Not Applicable		Solar		
Not Applicable		Wind		
Not Applicable		Anaerobic Digestion		
Not Applicable		Agricultural		
Neighborhood				

- (ii) The Standard Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 100% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company per-kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the transmission charge; and
 - c. the transition charge.
- (ii) Class III Solar Net Metering Facilities and Solar Net Metering Facilities that are also Neighborhood Net Metering Facilities are eligible to receive Standard Net Metering Credits pursuant to this provision for a period of 25 years from the date on which the Net Metering Facility was first authorized to interconnect to the distribution system. After 25 years, the Class III Solar Net Metering Facility and Solar Net Metering Facility that is also a Neighborhood Net Metering Facility shall receive Market Net Metering Credits pursuant to Section 1.06(3)(a) below.

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(iii) For rules applicable to New Solar Net Metering Facilities that are also Agricultural Net Metering Facilities, see Section 1.06(1)(a)(iii).

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 and the Solar Massachusetts Renewable Target ("SMART") Factor pursuant to M.D.P.U. No. 74, as may be amended from time to time.

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.

(2) <u>Customer Notification</u>

The Distribution Company shall notify a Host Customer at least 30 days in advance of the transition from Standard Net Metering Credits to Market Net Metering Credits after 25 years from the date when the facility was first interconnected to the electric distribution system.

(3) Market Net Metering Credits

(a) Subject to Section 1.06(3)(a)(ii) below, the following Net Metering Facilities shall receive a 60% Market Net Metering Credit:

Net Metering Facility Size		
Class I	Class II	Class III
New Solar that is not a Municipality or Other Governmental Entity		
Non-Cap Exempt Solar*		

*A Solar Net Metering Facility that is not a New Solar Net Metering Facility, but that seeks to expand the generating capacity at a later date after the Notification Date such that the entire facility, including the expanded generating capacity, is a

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Class II Net Metering Facility or a Class III Net Metering Facility will generate Market Net Metering Credits.

- (i) The Market Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 60% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the distribution charge;
 - c. the transmission charge; and
 - d. the transition charge.
- (ii) Solar Net Metering Facilities that are not Cap Exempt Facilities are eligible to receive Standard Net Metering Credits pursuant to Section 1.06(1) for a period of 25 years from the date on which such Solar Net Metering Facility was first authorized to interconnect to the distribution system. After 25 years, such Solar Net Metering Facility must receive Market Net Metering Credits pursuant to Section 1.06(3).
- (iii) For rules applicable to New Solar Net Metering Facilities that are also Agricultural Net Metering Facilities, see Section 1.06(1)(a)(iii).
- (b) The following Net Metering Facilities shall receive a 100% Market Net Metering Credit:

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Net Metering Facility Size			
Class I	Class II	Class III	
New Solar where the Hos	st Customer is a Municipalit	y or Other Governmental	
Entity and only alloca	ites Net Metering Credits to	the accounts of other	
customers that could also qualify as a Municipality or Other Governmental			
Entity			
Solar where the Host Customer is a Municipality or Other Governmental Entity			
and only allocates Net Metering Credits to the accounts of other customers that			
could also qualify as a Municipality or Other Governmental Entity, 25 years			
after da	ate of authorization to interc	connect	

- (i) The Market Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 100% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the distribution charge;
 - c. the transmission charge; and
 - d. the transition charge.
- (c) Subject to Section 1.06(3)(c)(ii) below, the following Net Metering Facilities shall receive a 60% Market Net Metering Credit:

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Net Metering Facility Size		
Class I	Class II	Class III
	New Solar that is also No	eighborhood
	Solar that is also Neig	hborhood

- (i) The Market Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) 60% of the excess kWh, by time-of-use if applicable; and
 - (2) the sum of the following Distribution Company per-kWh charges applicable to the rate class under which the Host Customer takes service:
 - a. the basic service charge (in the ISO-NE load zone where the Host Customer is located);
 - b. the transmission charge; and
 - c. the transition charge.
- (ii) Solar Net Metering Facilities that are also Neighborhood Net Metering Facilities are eligible to receive Standard Net Metering Credits pursuant to Section 1.06(1)(c) for a period of 25 years from the date on which the Solar Net Metering Facility was first authorized to interconnect to the distribution system. After 25 years, the Solar Net Metering Facility that is also a Neighborhood Net Metering Facility must receive Market Net Metering Credits pursuant to this provision.
- (d) Solar Net Metering Facilities, including New Solar Net Metering Facilities, that are Cap Exempt Facilities are not subject to Market Net Metering Credits and shall continue to receive Standard Net Metering Credits in accordance with Section 1.06(1) above. Provided, however, that if a Cap Exempt Facility that is a Solar Net Metering Facility was interconnected after the Notification Date and later expands

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such that the entire facility, including the expanded generating capacity, no longer qualifies as a Cap Exempt Facility, then the entire net metering facility would generate Market Net Metering Credits in accordance with this Section.

- (e) 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 and the Solar Massachusetts Renewable Target ("SMART") Factor pursuant to M.D.P.U. No. 74, as may be amended from time to time.
- (f) 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.
- (4) <u>Small Hydroelectric Net Metering Credits</u>
 - (a) Small Hydroelectric Facilities participating in the Small Hydroelectric Net Metering Program shall receive a Small Hydroelectric Net Metering Credit:
 - (i) The Small Hydroelectric Net Metering Credit shall be calculated for each Billing Period as the product of:
 - (1) the excess kWh, by time-of-use, if applicable; and
 - (2) the basic service charge (in the ISO-NE load zone where the Host Customer is located).

Section 1.07 Allocation of Net Metering Credits

(1) For a Class I, Class II, Class III Net Metering Facility or Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program, 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

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are located in the same ISO-NE load zone. The manner and form of credit designation shall be as specified in this Net Metering provision pursuant to 220 CMR 18.09(2).

- (2) Notwithstanding Section 1.07(1), if the Host Customer of a Class I Net Metering Facility, Class II Net Metering Facility, or Class III Net Metering Facility is a Municipality or Other Governmental Entity, including a Governmental Cooperative, it may direct the Distribution Company to allocate Net Metering Credits only to other Customers that are Municipalities or Other Governmental Entities. Net Metering Credits can be allocated only within: (1) the Distribution Company's service territory and (2) the same ISO-NE load zone.
- (3) 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.
- (4) 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.
- (5) For a Class III Net Metering Facility and a Small Hydroelectric Net Metering Facility participating in the Small Hydroelectric Net Metering Program in accordance with the terms of this tariff and D.P.U. 17-10-A Order at 34, 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 in accordance with the terms of this tariff 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.

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(6) 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.

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. If the Distribution Company operates under a revenue decoupling mechanism, the Distribution Company will recover the non-reconciling distribution portion of revenue displaced ("DDR") through a revenue decoupling mechanism and all other charges listed below through the operation of the NMRS. If the Distribution Company does not operate under a revenue decoupling mechanism, then the Distribution Company will recover the DDR and all other charges listed below through the operation of the NMRS. If the Distribution Company elects not to file an NMRS, the Distribution Company must file a net metering report in lieu of the NMRS. The net metering report shall be in a form approved by the Department. The net metering report is for informational purposes only.

(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 distribution revenue, and to reconcile actual NMRS revenue amounts recovered from Customers with actual recoverable amounts.

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(2) <u>Applicability of NMRS</u>

The NMRS shall be applicable to all 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 Distribution Company shall submit NMRS filings as outlined in Section 1.08(6) of this tariff.

(4) <u>NMRS Formula</u>

 $NMRS_x = (NMC_{x-1} + DDR_{x-1} + ADM_{x-1} + PPRA_{x-2} - BOP_{x-1} - MR_{x-1}) \div FkWh_x,$

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;

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;

 ADM_{x-1} = Incremental administrative costs solely attributable to

participation in the ISO-NE FCM or in the administration of the Buyout Option, as described in Section 1.08(8)(d)(i), Section

1.08(8)(d)(ii), and Section 1.08(8)(f);

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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. Any balance between actual data and estimated data will be included in this component.

BOP_{x-1} = Buyout Payment, as defined in Section 1.08(8)(f) and Section 1.08(8)(h);

MRx-1 = Market Revenue, as defined in Section 1.08(8)(g) and Section 1.08(8)(h);

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.

The <u>Base</u> Distribution Revenue Allocator shall be derived from the Distribution Company's most recent general rate case as approved by the Department.

Effective February 1, 2018, the NMRS shall be calculated separately for the Eastern and Western Massachusetts territories. The revenue requirement calculated herein for Eastern Massachusetts and Western Massachusetts shall be allocated to all rate classes in each service area by applying the Distribution Revenue Allocator as follows:

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Service Territory/Area	Rate Classes	Distribution
		Revenue
		Allocator
Eastern Massachusetts	R-1/R-2	40.726%
Eastern Massachusetts	R-3/R-4	4.088%
Greater Boston	G-1/T-1	3.879%
Greater Boston	G-2/T-2	31.309%
Greater Boston	G-3/SBG3/WR	9.384%
Cambridge	G-0/G-1/G-6	0.972%
Cambridge	G-2	1.559%
Cambridge	G-3/SB1/SBG3	1.005%
Cambridge	G-4	0.014%
Cambridge	G-5	0.021%
South Shore, Cape Cod, Martha's Vineyard	G-1/G-7	4.612%
South Shore, Cape Cod, Martha's Vineyard	G-2	1.277%
South Shore, Cape Cod, Martha's Vineyard	G-3	0.715%
South Shore, Cape Cod, Martha's Vineyard	G-4	0.009%
South Shore, Cape Cod, Martha's Vineyard	G-5	0.062%
South Shore, Cape Cod, Martha's Vineyard	G-6	0.009%
Eastern Massachusetts	S-1/S-2	0.359%
Total		100.000%

Service Territory/Area	Rate Classes	Distribution
		Revenue
		Allocator
Western Massachusetts	R-1/R-2	48.027%
Western Massachusetts	R-3/R-4	8.114%
Western Massachusetts	23/24/G-0/T-0	19.596%
Western Massachusetts	G-2/T-4	8.650%
Western Massachusetts	T-2	11.156%
Western Massachusetts	T-5	3.720%
Western Massachusetts	S-1/S-2	0.707%
Total		100.000%

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Effective January 1, 20192023, the revenue requirement calculated herein for Eastern Massachusetts and Western Massachusetts shall be combined and allocated to all rate classes by applying the Base Distribution Revenue Allocator for each territory as shown below.

Rate Class GroupRate Classes	Distribution Revenue Allocator
Residential R-1/R-2	<u>53.156%</u> 41.145%
Small General Service/StreetlightsR-3/R-4	<u>22.078%</u> 4.575%
Medium General ServiceG 1/T-1	<u>14.075%</u> 3.446%
Large General Service G-2/T-2	<u>10.690%27.907%</u>
G-3/WR	7.998%
G-0/G-1/G-6	0.829%
G-2	1.329%
G-3/SB1	0.856%
G 4	0.012%
G-5	0.018%
G-1/G-7	3.930%
G-2	1.088%
G-3	0.610%
G 4	0.008%
G 5	0.053%
G-6	0.008%
23/24/G-0/T-0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S 1/S 2	0.315%
S-1/S-2	0.095%
<u>Total</u>	100.000%

(5) <u>Determination of Revenue Displaced by Net Metering Facilities</u>

(a) The distribution 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

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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 Class III Net Metering Facilities, or Small Hydroelectric Net Metering Facilities greater than 60 kW participating in the Small Hydroelectric Net Metering Program, and for those Host Customers with a Class I Net Metering Facility or Small Hydroelectric Net Metering Facility that is 60 kW or less participating in the Small Hydroelectric Net Metering Program 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 or Small Hydroelectric Net Metering Facility that is 60 kW or less participating in the Small Hydroelectric Net Metering Program. 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 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:

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- (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, including Small Hydroelectric Net Metering Facilities that are 60 kW or less, the estimate shall be calculated on a case-by-case basis with the best available data.

(6) <u>Information Required to be Filed with the Department</u>

This information shall be submitted as part of the annual reconciliation filing, along with complete documentation of the reconciliation adjustment calculations. 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) <u>Customer Notification</u>

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

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Distribution Company must immediately distribute these notices to all of its Customers either through direct mail or with its bills.

- (8) <u>Capacity and Energy</u>
 - (a) The Distribution Company holds title to the energy associated with net metering facilities except for the energy associated with the following facilities:
 - (i) a Class I Net Metering Facility; and
 - (ii) the ESS component of a Class I, Class II, or Class III Net Metering Facility that is paired with an ESS.
 - (b) The Distribution Company holds title to the capacity associated with net metering facilities except for the capacity associated with the following facilities:
 - (i) a Class I Net Metering Facility;
 - (ii) a Small Hydroelectric Net Metering Facility;
 - (iii) the ESS component of a Class I, Class II, or Class III Net Metering Facility that is paired with an ESS; and
 - (iv) a Class II or Class III Net Metering Facility enrolled in Net Metering under the provisions of this tariff before February 1, 2019 if the Distribution Company has not previously asserted title to the capacity and the Host Customer meets either of two conditions:
 - (1) submitted a qualification package as defined by ISO-NE to participate in the most recent ISO-NE FCA prior to February 1, 2019 (i.e., FCA 13); or
 - (2) qualified and participated in a prior ISO-NE FCA and has an existing capacity supply obligation as defined by ISO-NE.

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- (c) Title to the capacity rights associated with a Class II Net Metering Facility or a Class III Net Metering Facility enrolled in Net Metering under the provisions of this tariff on or after February 1, 2019 will automatically transfer to the Distribution Company on the date on which the Host Customer begins receiving Net Metering service under the provisions of this tariff.
- (d) For a Class II Net Metering Facility or Class III Net Metering Facility, the Distribution Company shall participate in the FCM with respect to capacity to which the Distribution Company has title under one of the following options:
 - (i) qualifying and bidding the capacity into the ISO-NE FCM to obtain a capacity supply obligation as defined by ISO-NE ("Option 1"); or
 - (ii) registering for performance incentive payments under the ISO-NE FCM Pay-for-Performance Project ("Option 2").

The Distribution Company will be exempt from the requirement to participate in the FCM with respect to the capacity for a specific Class II Net Metering Facility or Class III Net Metering Facility to which the Distribution Company has title if the facility cannot be qualified for the ISO-NE FCM due to circumstances outside of the Distribution Company's control, and the Distribution Company can demonstrate that it made reasonable efforts to mitigate the issues preventing qualification.

- (e) The owner of any Class I Net Metering Facility that expands to become a Class II or Class III Net Metering Facility shall take the necessary actions to transfer title to the capacity rights to the Distribution Company within 30 business days of the expansion, including the capacity rights of the original Class I Net Metering Facility. If such owner refuses to relinquish title within the required time, the owner will forfeit eligibility to participate in the Net Metering program.
- (f) <u>Buyout Option</u>: The owner of a BTM Class II or BTM Class III Solar Net Metering Facility, or of a FTM Class II or FTM Class III Solar Net Metering Facility paired with an ESS ("Eligible Facilities"), shall have a one-time option to purchase the capacity rights of such Eligible Facility from the Distribution Company ("Buyout

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Option"). Such Buyout Option may be exercised by these facility owners under the following conditions:

- (i) for new Eligible Facilities enrolled in Net Metering under the provisions of this tariff on or after February 1, 2019, any time after the filing of an interconnection application and before the Distribution Company issues an authorization to interconnect;
- (ii) for existing Eligible Facilities enrolled in Net Metering under the provisions of this tariff before February 1, 2019, at any time unless the Distribution Company either (1) has submitted a Show of Interest as defined by ISO-NE, thereby beginning the process of qualifying the resource in the ISO-NE FCM as described above or (2) has successfully qualified the resource in the ISO-NE FCM for the current qualification period; and
- (iii) for existing Eligible Facilities enrolled in Net Metering under the provisions of this tariff before February 1, 2019 that retrofit with an ESS, after the filing of a revised interconnection application for the retrofit and before the Distribution Company issues a new authorization to interconnect.

If the Distribution Company has already participated in the ISO-NE FCM by qualifying and bidding the associated capacity for an existing Eligible Facility that retrofits with an ESS and elects to exercise the Buyout Option, the Distribution Company shall transfer any associated capacity supply obligation, as defined by ISO-NE, to the facility owner upon receipt of full payment of the buyout.

The owner of an Eligible Facility who elects the Buyout Option must make full payment to the Distribution Company not later than 15 business days after the owner submits written notice of intent to exercise the Buyout Option to the Distribution Company. Within 15 business days after the Distribution Company receives the full buyout payment, it must provide the owner of the Eligible Facility with all necessary documents to transfer the title to the capacity rights to the owner.

A BTM Class II Net Metering Facility or BTM Class III Net Metering Facility is not eligible to participate in any ISO-NE market, including the ISO-NE demand

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response program (as defined by ISO-NE), unless the Host Customer elects the Buyout Option and makes the buyout payment. However, the Host Customer of a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility is not required to elect the Buyout Option if the Host Customer's sole purpose is to participate with a dispatchable resource, co-located with the Solar Net Metering Facility, in the ISO-NE active demand response program (as defined by ISO-NE) or other program for dispatchable BTM resources. A Host Customer of a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility that exercises the Buyout Option will obtain the capacity rights of that Facility and the Distribution Company will retain the energy rights associated with such Facility. If a Host Customer of a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility does not elect the Buyout Option for such Facility, the Distribution Company will retain title to both the capacity rights and energy rights of such Facility.

The buyout payment shall be calculated as follows:

ACF = [FNC * CCR * (60% * CP) * (80%) * SE] - ADM

Buyout Payment = Net Present Value of ACF

where

ACF = Annual Cash Flow, determined based on a discount rate of 10 percent and a term of 20 years

FNC = Facility Nameplate Capacity of the inverter using an AC rating

CCR = Capacity Contribution Rate of 31.8%, initially, and as updated in each year ISO-NE's issues a new Report of Capacity, Energy, Loads, and Transmission (CELT)

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CP = Capacity Price based on the levelized 15-year forecast of capacity prices under the AESC Study, as updated in any year a new final AESC Study is issued

SE = 4 months of annual solar eligibility in the ISO-NE FCM

ADM = estimated long-term costs incurred by the Company in the administration of participation in the ISO-NE FCM, calculated at \$1,300/MW and escalated at two percent per year

If actual Administrative Costs differ significantly from those included in the Buyout Payment, the Distribution Company shall petition the Department for a revision to the Buyout Payment formula to more accurately reflect actual administrative costs.

The Distribution Company will include the energy market payments received from (g) ISO-NE for the electricity generated by FTM Class II and FTM Class III Net Metering Facilities and Small Hydroelectric Net Metering Facilities greater than 60 kW participating in the Small Hydroelectric Net Metering Program, in the Distribution Company's annual reconciliation of the NMRS. Host Customers with a Small Hydroelectric Net Metering Facility greater than 60 kW participating in the Small Hydroelectric Net Metering Program or FTM Class II or Class III Net Metering Facility, shall provide all necessary information to, and cooperate with, the Distribution Company to enable the Distribution Company to obtain the appropriate asset identification for reporting generation to ISO-NE. Distribution Company will report all exported power from these facilities to ISO-NE as a settlement only generator and will include any energy settlement revenue in the Distribution Company's annual NMRS reconciliation. The Distribution Company will not register or participate with a BTM Class II Net Metering Facility or BTM Class III Net Metering Facility in any ISO-NE administered markets. The Distribution Company will delist any BTM Class II Net Metering Facility or BTM Class III Net Metering Facility, previously registered as a settlement only generator in the ISO-NE energy market, by April 10, 2020.

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(h) The Distribution Company will also include the following in the Distribution Company's annual NMRS reconciliation: (1) payments received from ISO-NE for participation in the ISO-NE FCM by Class II and Class III Net Metering Facilities; and (2) the payments received under the Buyout Option described in Section 1.08(8)(f) above. For capacity payments received as a result of the Distribution Company participating in the FCM, amounts shall be included in the annual NMRS reconciliation as follows: (1) 80 percent of the net FCM proceeds under Option 1 pursuant to Section 1.08(8)(d)(i); and (2) 100 percent of the net FCM proceeds under Option 2 pursuant to Section 1.08(8)(d)(ii).

Section 1.09 Closure of Tariff to New Customers

(a) Private Cap

Service under this cap is closed to new applicants upon determination by the Distribution Company, consistent with Department rules and regulations, that the aggregate capacity of all Class I, Class II, and Class III Net Metering Facilities that are not Net Metering Facilities of a Municipality or Other Governmental Entity and that are not Cap Exempt Facilities (i.e., the "private cap") authorized by 220 C.M.R. 18.07(1)(a), as may be amended from time to time, has been reached. If the private cap is full, customers may continue to submit applications for net metering services in case capacity becomes available.

(b) Public Cap

Service under this cap is closed to new applicants upon determination by the Distribution Company, consistent with Department rules and regulations, that the aggregate capacity of all Class II and Class III Net Metering Facilities of a Municipality or Other Governmental Entity (i.e., the "public cap") authorized by 220 C.M.R. 18.07(1)(b), as may be amended from time to time, has been reached. If the public cap is full, customers may continue to submit applications for net metering services in case capacity becomes available.

(c) Small Hydro Cap

No more than 60 megawatts of Small Hydroelectric Net Metering Facilities statewide can participate in the Small Hydroelectric Net Metering Program (i.e. the "small hydro cap").

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The Distribution Company's allocated share of the small hydro cap is 32.4 megawatts (i.e. the "Company's small hydro cap"). While the Company's small hydro cap is open, any Small Hydroelectric Net Metering Facility that seeks Net Metering services must participate in the Small Hydroelectric Net Metering Program and generate Small Hydroelectric Net Metering Credits. Service under the Distribution Company's allocated share of the small hydro cap will remain open until such time as 32.4 megawatts of Small Hydroelectric Net Metering Facilities have been interconnected with the Distribution Company's electric distribution system. The Administrator will notify the Department and the electric distribution companies when it determines that the Distribution Company's allocated share of the small hydro cap has been filled. Once the Department receives notice from the Administrator that the Distribution Company's allocated share of the small hydro cap is filled, a Small Hydroelectric Net Metering Facility may: (i) submit an application for Net Metering services as a Class I Net Metering Facility or as an Agricultural Net Metering Facility (if it meets such qualifications); (ii) if it is not a Cap Exempt Facility, apply for a Cap Allocation from the System of Assurance, and (iii) generate the applicable Standard Net Metering Credits, if all Net Metering eligibility requirements have been met.

(d) <u>Capacity of Net Metering Facilities of a Municipality or Other Governmental Entity</u>

The maximum amount of generating capacity eligible for Net Metering by a Municipality or Other Governmental Entity shall be 10 megawatts, as determined by the sum of the nameplate ratings of Class II and Class III Net Metering Facilities for which the Municipality or Other Governmental Entity is the Host Customer, except as provided in 220 C.M.R. 18.07(6). While a Municipality or Other Governmental Entity may develop Class I Net Metering Facilities, such facilities are excluded from the public cap and will instead be counted against the private cap.

A Municipality or Other Governmental Entity that is a member of a Governmental Cooperative may transfer any or all of the net metering generating capacity associated with one or more Class II or Class III Net Metering Facilities to said Governmental Cooperative by providing written assent to the Governmental Cooperative and obtaining approval from the Department.

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A Governmental Cooperative may serve as a Host Customer for a Net Metering Facility of a Municipality or Other Governmental Entity for all capacity allocated pursuant to 220 C.M.R. 18.07(6) and its own capacity as an Other Governmental Entity, provided that the Standard Net Metering Credits for which such Governmental Cooperative serves as Host Customer shall only be allocated to that same Governmental Cooperative or its members.

(e) <u>Highest Historical Peak Load</u>

Each year by February 1, the Distribution Company will update the Distribution Company's highest historical peak load on the Distribution Company's website and with an informational filing to the Department. Additional applications may be accepted for incremental aggregated capacity associated with increases in the Distribution Company's peak load.

(f) Aggregate Capacity

The calculation of aggregated capacity shall be in accordance with 220 C.M.R. 18.07.

Section 1.10 Renewable Energy and Environmental Attributes

The provision of Net Metering services does not entitle the Distribution Company to ownership of, or title to, the renewable energy or environmental attributes, including renewable energy certificates, associated with any electricity produced by a Net Metering Facility.

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.

Section 1.12 Classification as a Municipality or Other Governmental Entity

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An entity that seeks Net Metering services and/or Standard Net Metering Credits from a Net Metering Facility of a Municipality or Other Governmental Entity must first apply to the Department to be classified as a Municipality or Other Governmental Entity for purposes of Net Metering. The Department will review applications on a case-by-case basis. The Distribution Company shall not be obligated to provide Net Metering services or allocate Standard Net Metering Credits or Market Net Metering Credits valued at 100 percent of net excess kilowatthours from a Net Metering Facility of a Municipality or Other Governmental Entity to a Municipality or Other Governmental Entity pursuant to this tariff until the Department has classified the entity as such.

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APPENDIX A

STANDARD NET METERING CREDIT				
Description of Calculation	Net Metering Credit based on per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(1)(a))	Net Metering Credit based on per-kWh rates for Basic Service, Transmission, and Transition (Section 1.06(1)(c))	Net Metering Credit based on average monthly clearing price at the ISO-NE (Section 1.06(1)(b))	
Eligible Net Metering Facilities				
Class I:				
Solar*	X			
Wind	X			
Anaerobic Digestion	X			
Agricultural	X			
Cap Exempt	X			
Class I Other than: Solar, Wind, Anaerobic Digestion, Agricultural			X	
Neighborhood		X		
Class II:				
Solar*	X			
Wind	X			
Anaerobic Digestion	X			
Agricultural	X			
Municipality or Other Government Entity	X			

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STANDARD NET METERING CREDIT				
Description of Calculation	Net Metering Credit based on per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(1)(a))	Net Metering Credit based on per-kWh rates for Basic Service, Transmission, and Transition (Section 1.06(1)(c))	Net Metering Credit based on average monthly clearing price at the ISO-NE (Section 1.06(1)(b))	
Eligible Net Metering Facilities				
Neighborhood		X		
Class III:				
Solar*		X		
Wind		X		
Anaerobic Digestion		X		
Agricultural		X		
Municipality or Other Governmental Entity	X			
Neighborhood		X		

*A Solar Net Metering Facility that is not a New Solar Net Metering Facility, but that seeks to expand the generating capacity after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class I Net Metering Facility shall continue to receive the Standard Net Metering Credit. However, if such facility expands such that the entire facility, including the expanded generating capacity, is a Class II Net Metering Facility or a Class III Net Metering Facility, such facility will generate Market Net Metering Credits.

A Solar Net Metering Facility that is not a New Solar Net Metering Facility and a New Solar Net Metering Facility that is also an Agricultural Net Metering Facility (and that retains its designation as an agricultural facility) will generate Standard Net Metering Credits for 25 years from the date the facility was first authorized to interconnect.

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APPENDIX B

60% MARKET NET METERING CREDIT			
Description of Calculation	Net Metering Credit based on 60% of net excess generation and per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(3)(a))	Based on 60% of net excess generation and per- kWh rates for Basic Service, Transmission, and Transition (Section 1.06(3)(c))	
Eligible Net Metering Facilities			
New Solar (Class I Non-Cap Exempt, Class II, Class III), except as otherwise set forth in Appendix B and Agricultural*	X		
Non-Cap Exempt Solar* (Class I, Class II, Class III) except for Neighborhood Solar and as otherwise set forth in Appendix B, 25 Years After Date of Authorization to Interconnect	X		
New Neighborhood Solar		X	
Neighborhood Solar 25 Years After Date of Authorization to Interconnect		X	
New Solar Agricultural 25 years After the Date of Authorization to Interconnect.	X		

*A Solar Net Metering Facility that is not a New Solar Net Metering Facility, but that seeks to expand the generating capacity after the Notification Date such that the entire facility, including the expanded generating capacity, is a Class II or Class III Net Metering Facility, shall receive Market Net Metering Credits. New Solar Net Metering Facilities that are also Agricultural Net Metering Facilities are eligible to receive Standard Net Metering Credits for a period of 25-years from the date on which the facility was first authorized to interconnect to the distribution system, and, thereafter shall receive Market Net Metering Credits. Provided, however, that any New Solar

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Net Metering Facility that is also an Agricultural Net Metering Facility that ceases to be designated as an agricultural facility at any time during such 25-year period shall immediately receive Market Net Metering Credits (instead of Standard Net Metering Credits under Appendix A).

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100% MARKET NET METERING CREDIT		
Description of Calculation	Net Metering Credit based on 100% of net excess generation and per-kWh rates for Basic Service, Distribution, Transmission, and Transition (Section 1.06(3)(b))	
Eligible Net Metering Facilities		
New Solar where the Host Customer is a Municipality or Other Governmental Entity and only allocates Net Metering Credits to the accounts of other customers that could also qualify as a Municipality or Other Governmental Entity	X	
Solar where the Host Customer is a Municipality or Other Governmental Entity and only allocates Net Metering Credits to the accounts of other customers that could also qualify as a Municipality or Other Governmental Entity, 25 years after date of authorization to interconnect	X	

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APPENDIX C

SMALL HYDROELECTRIC NET METERING CREDIT		
	Net Metering Credit based on	
	100% of net excess generation	
Description of Coloulation	and per-kWh rates for Basic	
Description of Calculation	Service, Distribution,	
	Transmission, and Transition	
	(Section 1.06(4))	
Eligible Net Metering Facilities		
Small Hydroelectric participating in the Small Hydroelectric	v	
Net Metering Program	X	

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LONG-TERM RENEWABLE ENERGY CONTRACT ADJUSTMENT

RATE LTRCA

1.01 Purpose

The purpose of the Long-Term Renewable Energy Contract Adjustment ("LTRCA") is to provide NSTAR Electric Company d/b/a Eversource Energy ("NSTAR Electric" or "Company") a mechanism to adjust, on an annual basis and subject to the jurisdiction of the Department of Public Utilities (the "Department"), its rates for customers of distribution service to recover costs and contract remuneration arising in relation to payments made under long-term renewable energy contracts and transmission service agreements that are in place to satisfy the requirements of the Green Communities Act (St. 2008, c. 169, s. 83, s. 83A, s. 83C, s. 83D)("the Act").

1.02 **Applicability**

The LTRCA shall be applicable to NSTAR Electric customers in Eastern and Western Massachusetts and all firm electricity, as measured in kilowatt-hours ("kWhs"), delivered by the Company unless otherwise designated.

1.03 Effective Date of Annual Adjustment

The date on which the annual LTRCA becomes effective shall be the first day of each calendar year, unless otherwise ordered by the Department. The Company shall submit LTRCA filings as outlined in Section 1.06 of this tariff at least 45 days before the filing is to take effect.

1.04 <u>Definitions</u>

The following terms shall be used in this tariff as defined in this section, unless the context requires otherwise.

- (1) "Distribution Company" or "Company" is NSTAR Electric Company d/b/a Eversource Energy.
- (2) "Year" is the 12-month period for which the LTRCA will apply
- (3) "Prior Year" is the 12-month period prior to the Year
- (4) "Remuneration" is the annual remuneration for the Company equal to a percentage of the annual payments under the long-term renewable energy contracts and transmission service agreements. A 4 per cent remuneration applies to contracts subject to Section 83 of the

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Act. A 2.75 per cent remuneration applies to contracts subject to Section 83A, Section 83C, and Section 83D of the Act.

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LONG-TERM RENEWABLE ENERGY CONTRACT ADJUSTMENT

RATE LTRCA

1.05 Long-Term Renewable Energy Contract Adjustment Formula

LTRCA = (LTRC - MR + PCD + PPRA)/FkWh

LTRCA = The annual Long-Term Renewable Energy Contract Adjustment.

LTRC = The estimated long-term renewable energy contract and transmission service agreement expenditures plus Remuneration for Year_x. This includes the cost of energy, capacity, renewable energy credits ("RECs"), and Clean Energy Credits ("CEC") as applicable under the long term renewable energy contracts plus an estimate of expenses incurred by the Company associated with selling energy into the market.

MR = The Market Recovery, for Year_x is the estimated sum of: (1) the market value of energy products produced by the long-term renewable energy contract(s) and sold at a price equal to the ISO-NE Real Time energy market price; (2) the market value of capacity products produced by the long-term renewable energy contract(s) and sold on the ISO-NE Forward Capacity Market; (3) the market value of the Class I RECs produced by the long-term renewable energy contract(s); and (4) the market value of CECs produced by the long-term renewable energy contract(s).

PCD = Procurement and Contract Development Costs related to Section 83C and Section 83D of the Act which consist of (1) the difference between actual expenditures incurred to solicit, evaluate, negotiate, execute, and obtain regulatory approval of long term renewable energy contracts and fees paid by bidders to participate in the solicitation, excluding internal labor costs; and (2) ongoing external costs of administering long term renewable energy contracts, excluding internal labor costs;

PPRA = The Past Period Reconciliation Amount is the sum of: (a) the difference between (1) the amount of actual LTRC and PCD costs net of actual Market Recovery accumulated by the Company in Prior Year(s); and (2) the amount of LTRCA revenue actually received by the Company in Prior Year(s); and (b) the amount computed in clause (a) times the prime rate computed in accordance with 220 C.M.R. § 6.08(2).

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RATE LTRCA

FkWh = The forecasted amount of electricity in kWh to be delivered to the Company's distribution customers for the Year.

The LTRCA revenue requirement shall be combined for Eastern and Western Massachusetts with collected through a single uniform rate applicable to customers in both territories.

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LONG-TERM RENEWABLE ENERGY CONTRACT ADJUSTMENT

RATE LTRCA

1.06 <u>Information Required to be Filed with the Department</u>

Information pertaining to the LTRCA shall be filed with the Department as part of the Company's annual electric reconciliation filing at least forty-five (45) days before the date on which a new LTRCA is to be effective. Additionally, the Company will file with the Department a complete list by (sub)account of all long-term renewable energy contract accounts claimed as recoverable through the LTRCA over the relevant calendar year. This information will be submitted with each annual LTRCA filing, along with complete documentation of the reconciliation-adjustment calculations.

1.07 Customer Notification

The Company will notify customers in simple terms of changes to the LTRCA, including the nature of the change and the manner in which the LTRCA is applied to the bill. In the absence of a standard format, the Company will submit this notice for approval at the time of each LTRCA filing. Upon approval by the Department, the Company shall immediately distribute these notices to all of its distribution customers either through direct mail or with its bills.

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ATTORNEY GENERAL CONSULTANT EXPENSES

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 applied to all kilowatthours ("kWh") delivered to all customers. The factor is based on the estimated kWh 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:

 $AGCEF_x = (AGCE_{x-1} + PPRA_{x-2}) \div FkWhx, where$

x = The twelve-month period during which the AGCEF will be in effect;

AGCE Adj_x = The Attorney General Consultant Expenses 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 AGCEF 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.

The AGCEF shall be calculated separately for the Eastern and Western Massachusetts territories. The revenue requirement calculated herein for Eastern Massachusetts and Western Massachusetts shall be allocated to all rate classes in each territory by applying the Base Distribution Revenue Allocator as follows:

		Distribution
		Revenue
Service Territory/Area	Rate Classes	Allocator
Eastern Massachusetts	R-1/R-2	40.726%
Eastern Massachusetts	R-3/R-4	4.088%
Greater Boston	G-1/T-1	3.879%
Greater Boston	G-2/T-2	31.309%
Greater Boston	G-3/SBG3/WR	9.384%

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Cambridge	G-0/G-1/G-6	0.972%
Cambridge	G-2	1.559%
Cambridge	G-3/SB1/SBG3	1.005%
Cambridge	G-4	0.014%
Cambridge	G-5	0.021%
South Shore, Cape Cod, Martha's Vineyard	G-1/G-7	4.612%
South Shore, Cape Cod, Martha's Vineyard	G-2	1.277%
South Shore, Cape Cod, Martha's Vineyard	G-3	0.715%
South Shore, Cape Cod, Martha's Vineyard	G-4	0.009%
South Shore, Cape Cod, Martha's Vineyard	G-5	0.062%
South Shore, Cape Cod, Martha's Vineyard	G-6	0.009%
Eastern Massachusetts	S-1/S-2	0.359%
Total		100.000%

		Distribution
		Revenue
Service Territory/Area	Rate Classes	Allocator
Western Massachusetts	R-1/R-2	48.027%
Western Massachusetts	R-3/R-4	8.114%
Western Massachusetts	23/24/G-0/T-0	19.596%
Western Massachusetts	G-2/T-4	8.650%
Western Massachusetts	T-2	11.156%
Western Massachusetts	T-5	3.720%
Western Massachusetts	S-1/S-2	0.707%
Total		100.000%

Effective January 1, 20192023, the revenue requirement calculated herein shall be combined for Eastern Massachusetts and allocated to all rate classes by applying the Base Distribution Revenue Allocator as shown below.

Rate Class Group	Distribution Revenue Allocator
Rate Classes	
Residential R-1/R-2	<u>53.156%41.145%</u>
Small General Service/StreetlightsR-3/R-4	22.078%4. 575%
Medium General ServiceG-1/T-1	<u>14.075%3.446%</u>
Large General Service G-2/T-2	<u>10.690%27.907%</u>
G-3/WR	7.998%
G-0/G-1/G-6	0.829%

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G-2	1.329%
G-3/SB1	0.856%
G-4	0.012%
G-5	0.018%
G-1/G-7	3.930%
G-2	1.088%
G-3	0.610%
G-4	0.008%
G-5	0.053%
G-6	0.008%
23/24/G-0/T-0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S-1/S-2	0.315%
S-1/S-2	0.095%
<u>Total</u>	100.000%

For billing purposes in Eastern Massachusetts, the AGCEF will be included with the distribution kWh charge on customers' bills.

The Company shall file its AGCE Adjustment Factor annually no later than November 15th. The effective date for any changes to the AGCE Adjustment Factor shall be January 1st, or as otherwise approved by the Department.

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VEGETATION MANAGEMENT

RESILIENCY TREE WORK PROGRAM

1.0 Purpose

The purpose of this tariff is to provide a mechanism to recover incremental vegetation-management costs associated with the Company's Resiliency Tree Work ("RTW") program, as approved by the Department of Public Utilities ("Department") in D.P.U. 17-0522-22. The RTW Program is a component of the Company's Vegetation Management Program designed to reduce the number and duration of service interruptions caused by trees to assist in maintaining a safe and reliable electric distribution system. The RTW Program is conducted in accordance with best practice for utility line clearance standards.

2.0 Applicability

The Resiliency Tree Work Factor ("RTWF") shall be a per kilowatt-hour ("kWh") rate applicable to all electricity, measured in kWh, delivered by the Company to customers taking service under its distribution rate schedules. For billing purposes in Eastern Massachusetts, the RTWF shall be included in the Distribution Charge.

3.0 Effective Date

The date on which the annual RTWF becomes effective shall be the first day of January of each calendar year, unless otherwise ordered by the Department. The Company shall submit filings under this tariff as outlined in Section 7.0.

4.0 Definitions

- (a) <u>Incremental RTW Expense</u> is the operation and maintenance ("O&M") expense incurred by the Company <u>through December 31, 2022</u> as a result of implementing its RTW Program for expenses that exceed the Company's total test year RTW expense included in base rates set in D.P.U. 17-05, as set forth in Section 5.0-- plus
- (b) <u>Maintenance of Enhanced Tree Trimming ("METT")</u> refers to pruning completed in accordance with the Enhanced Tree Trimming specification in which the clearance above the wire zone is a minimum of 15 feet and side clearance at 10 feet.
- (c) <u>Mid-Cycle Pruning</u> refers to the targeted pruning of sections of distribution backbone and selected laterals to address areas experiencing tree related outages, outside of the Scheduled Maintenance Trimming. This can include pruning of limbs, the targeted removal of risk and hazard trees causing tree-related outage trends, any unplanned, non-outage, tree work performed to address a vegetation condition that poses an imminent threat of an interruption, and the cutting and/or clearing of trees and limbs that have caused an interruption of service.

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- (e) Municipal Hazard Tree Removal Pilot refers to a program that engages municipalities to develop municipality-specific plans that identify and remove hazard trees focused on storm resiliency outside the Company's base vegetation management plan.
- (d) <u>Resiliency Tree Work ("RTW") Pruning</u> refers to pruning per a specification applied to circuits that are considered "at risk" for reliability. RTW specifications are 15 feet to the side of the wire and 25 feet above the wire.
- (e) Resiliency Tree Removals refers to the targeted removal of risk and hazard trees. Risk trees, in addition to visibly dead or dying trees, are trees that exhibit signs of decay, insect damage, or structural deformities. Risk trees also include incompatible species, such as small-diameter trees and especially fast growing weed trees, which are located underneath the distribution lines. Hazard trees are sufficiently large enough to cause damage if fallen; have a target should the tree fall; and have conditions that make it likely the tree will fall.

5.0 Base RTW Expense

Base RTW Expense shall be the amount of RTW expense included in base rates approved by the Department in D.P.U. 17-05. The total RTW expense included in base rates shall be adjusted annually based in accordance with the adjustment calculated for the Performance Based Revenue Adjustment Mechanism set forth in M.D.P.U. No. 59. The amount of RTW expense included in base rates approved in D.P.U. 17-05 is as follows:

RTW Program Expense Categories	RTW Expense Included in Base Rates
Mid-Cycle Pruning	\$1,943,800
METT/RTW Pruning	\$10,510,288
Tree Removals	None
Total	\$12,454,088

The Company shall recover costs associated with the Incremental RTW Expense in base distribution rates effective on January 1, 2023. Incremental RTW Expense is subject to reconciliation for prior-period costs incurred through December 31, 2022 as defined by Section 6.06.0.

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6.0 RTWF Formula

 $RTWF_C = [(IRTW + \underline{MHAZ + PPRA})*LA]/FkWh_C$

Where:

 $RTWF_C =$ The annual Resiliency Tree Work Factor by Rate Class <u>Group</u>

Recovery Year = The twelve-month period the RTWF will be in effect;

Prior Year = The twelve-month period prior to the Recovery Year;

IRTW = Incremental RTW Expenses, as defined in Section 4.0, -directly attributable to the

RTW Program incurred or estimated to be incurred in the Prior Year plus carrying

charges at the prime rate as published by the Wall Street Journal;

MHAZ = Expenses directly attributable to the Municipal Hazard Tree Removal Pilot, as

defined in Section 4.0, incurred or estimated to be incurred in the Prior Year plus

carrying charges at the prime rate as published by the Wall Street Journal;

PPRA = Prior Period Reconciliation Adjustment is the difference between the IRTW plus

MHAZ and the billed revenue from the RTWF. The PPRA shall include carrying charges at the prime rate as published by the *Wall Street Journal*. PPRA in the first

annual filing shall include costs associated with the 2017 RTW Pilot.

LA_C= Labor Allocator by Rate Class <u>Group</u> as shown below;

FkWh_C= Forecast kWh by Rate Class <u>Group</u> for the Recovery Year;

Cc = Rate Class Group

Rate Class Group Rate Classes	<u>Labor Allocator</u> <u>Labor Allocator</u>
Residential R-1/R-2	<u>54.757%</u> 44 .192%
Small General Service/StreetlightsR-3/R-4	<u>22.743%</u> 5.968%
Medium General Service G-1/T-1	<u>12.779%</u> 3.338%
Large General Service G-2/T-2	9.720% 20.927%
G-3/WR	6.507%

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G-0/G-1/G-6	0.918%
G 2	1.622%
G 3/SB1	1.428%
G-4	0.028%
G-5	0.044%
G-1/G-7	5.090%
G-2	1.446%
G-3	0.905%
G-4	0.012%
G-5	0.113%
G-6	0.019%
23/24/G-0/T-0	2.541%
G-2/T-4	1.019%
T-2	1.461%
T-5	0.553%
S 1/S 2	1.372%
S 1/S 2	0.497%
Total	100.000%

The effective rates for the RTWF shall be as referenced in M.D.P.U. No. 1-for Eastern Massachusetts and M.D.P.U. No. 2 for Western Massachusetts, as in effect from time to time.

7.0 <u>Information to be filed with the Department</u>

The Company shall make a RTWF filing by September 15th of each year. Such filing shall include reconciliation of data for prior periods as appropriate along with necessary supporting documentation. The Company will include information sufficient to demonstrate that the actual costs included for recovery in the RTWF are incremental to those recovered in base rates and are directly associated with the Vegetation Management RTW Program, as approved in D.P.U. 17-05 and D.P.U. 22-22. In accordance with the Department's directives in D.P.U. 17-0522-22, the Company will submit information on its enhanced vegetation management initiative, including but not limited to costs, benefits, and contribution to reliability improvements, in each annual filing.

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

1.0 Purpose

The operation of the SMART provision is pursuant to the Solar Massachusetts Renewable Target ("SMART") Program regulations at 225 CMR 20.00 promulgated pursuant to Chapter 75 of the Acts of 2016, as applicable to Solar Tariff Generation Units that have received a Statement of Qualification from the Massachusetts Department of Energy Resources. The SMART provision provides for: (1) Incentive Payments for RPS Class I Renewable Generation Attributes and/or Environmental Attributes produced by a Solar Tariff Generation Unit; (2) Alternative On-Bill Credits for energy generated by an Alternative On-Bill Credit Generation Unit; (3) the basis upon which Incentive Payments and Alternative On-Bill Credits are determined; and (4) the recovery of any such Incentive Payments, Alternative On-Bill Credits, and incremental administrative costs associated with the implementation and operation of the SMART Program.

2.0 Definitions

As used throughout this tariff, the following terms shall have the definitions set forth in this Definitions section.

- 2.1 <u>Alternative On-Bill Credit ("AOBC")</u> shall mean the value of the net excess electricity generated and fed back to the Company by an AOBC Generation Unit on a monthly basis, calculated pursuant to Section 10.0 below.
- 2.2 <u>AOBC Generation Unit</u> shall mean a Standalone STGU that is eligible for an AOBC pursuant to the SMART provision and is not compensated for energy generated pursuant to 220 CMR 8.00 or 220 CMR 18.00.
- 2.3 <u>AOBC Payment/Credit Form</u> shall mean a paper or electronic form provided by the Company on which the Owner or Authorized Agent must provide, prior to the Commercial Operation Date of the STGU, all required information for the Company to process the transfer of AOBCs. The Owner or Authorized Agent shall provide the AOBC Payment/Credit Form directly to the Company and the SPA. The AOBC Payment/Credit Form will be established and published by the Company from time to time on its website.

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The AOBC Payment/Credit Form may be updated no more than two times during a 12-month period, unless allowed by the Company to be updated more frequently.

- 2.4 <u>Authorized Agent</u> shall mean a person or entity that serves under an agreement entered into by each of the Owners of a STGU for all dealings with the DOER and the Company.
- 2.5 <u>Avoided Energy Supply Component ("AESC") Study</u> refers to the study sponsored by electric and gas utilities and energy efficiency program administrators in support of the Company's energy efficiency plans.
- 2.6 <u>Company</u> shall mean NSTAR Electric Company d/b/a Eversource Energy.
- 2.7 <u>Commercial Operation Date</u> shall mean the date on which the Company grants permission to the STGU to operate in parallel with the Company's electric distribution system.
- 2.8 <u>Current Year</u> shall mean the 12-month period for which a SMART Factor will be in effect.
- 2.9 <u>Customer</u> shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains delivery service at a customer delivery point and who is a customer of record of the Company.
- 2.10 Department shall mean the Massachusetts Department of Public Utilities.
- 2.11 DOER shall mean the Department of Energy Resources.
- 2.12 <u>Energy Storage System ("ESS")</u> shall mean a commercially available technology that is capable of absorbing energy, storing it for a period of time and thereafter dispatching the energy, and that is co-located with a STGU that has qualified for the Energy Storage Adder pursuant to 225 CMR 20.07(4)(c).
- 2.13 <u>Environmental Attributes</u> shall mean all GIS Certificates and any other environmental benefits associated with the energy generation of a STGU.

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- 2.14 <u>Forward Capacity Market ("FCM")</u> means the long-term wholesale electricity market, administered by ISO-NE, that assures resource adequacy, locally and systemwide. Capacity resources may be new or existing resources, and include supply from generators, import capacity, or demand resources.
- 2.15 Generation Attribute shall mean a Generation Attribute, as defined in 225 CMR 14.02.
- 2.16 <u>GIS Certificate</u> shall mean an electronic record produced by the NEPOOL GIS that identifies Generation Attributes of each Megawatt-hour (MWh) accounted for in the NEPOOL GIS.
- 2.17 <u>Incentive Payment</u> shall mean the payment to a STGU, including an AOBC Generation Unit, for RPS class I Renewable Generation Attributes and/or Environmental Attributes produced by these units, calculated pursuant to Section 7.0 below.
- 2.18 <u>Incentive Payment Effective Date</u> shall mean the earliest date on or after the Commercial Operation Date on which electrical energy output of a STGU can result in the creation of RPS Class I Renewable Generation Attributes and also be eligible to begin receiving Incentive Payments.
- 2.19 <u>Incentive Payment/Credit Form</u> shall mean a form or online application provided by the Company and submitted by the Owner or Authorized Agent prior to the Commercial Operation Date of the STGU. The Owner or Authorized Agent shall provide the Incentive Payment/Credit Form directly to the SPA. The Incentive Payment/Credit Form will be established and published by the Company from time to time on its website.
- 2.20 <u>ISO-NE</u> 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.

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- Market Revenue shall mean (1) the market value or the net proceeds from the sale or use of the RPS Class I Renewable Generation Attributes and/or Environmental Attributes procured pursuant to the SMART provision; (2) net proceeds received from ISO-NE for the sale of energy generated by AOBC Generation Units or the market value of the energy generated by AOBC Generation Units used by the Company for Basic Service; (3) net proceeds received from ISO-NE for participation in the ISO-NE FCM by AOBC Generation Units; and (4) payments received under the Buyout Option described in Section 6.3.5. The market value of RPS Class I Renewable Generation Attributes and/or Environmental Attributes procured pursuant to the SMART provision and used by the Company shall be determined from actual sales or purchases, and/or recent quotes from market participants. For net proceeds received as a result of the Company's participation in the FCM, amounts shall be included in the annual SMART Factor as follows: (1) 80 percent of the net proceeds under Option 1 pursuant to Section 6.3.4(1); and (2) 100 percent of the net proceeds under Option 2 pursuant to Section 6.3.4(2).
- 2.22 <u>NEPOOL GIS</u> shall mean the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by the New England Power Pool, its designee or successor entity, that accounts for Generation Attributes of electrical energy consumed and generated within, imported into, or exported from the ISO-NE Control Area.
- 2.23 On-Site Load shall mean any new or existing electric load located at the site of a STGU including any parasitic load that may result from the installation of the STGU, and that is wired to receive a portion of the electrical energy output from the STGU before the balance of such output passes through the STGU's metered interconnection onto the electric distribution system.
- 2.24 Owner shall mean any person or entity that, alone or in conjunction with others, has legal ownership of a STGU.
- 2.25 <u>Prior Year</u> shall mean a 12-month period prior to the Current Year.

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- 2.26 Qualifying Facility ("QF") shall mean a Qualifying Facility, as defined by the Department in 220 CMR 8.02.
- 2.27 <u>RPS shall mean the Massachusetts Renewable Portfolio Standard established in Mass. Gen. Laws c. 25A, § 11F.</u>
- 2.28 <u>RPS Class I Renewable Generation Attribute</u> shall mean a RPS Class I Renewable Generation Attribute as defined in 225 CMR 14.02.
- 2.29 <u>Solar Program Administrator ("SPA")</u> shall mean the qualified entity selected by the electric distribution companies to facilitate the SMART Program.
- 2.30 Solar Tariff Generation Unit ("STGU") shall mean a Generation Unit, as defined in 225 CMR 14.02 and 225 CMR 20.02, that generates electricity using solar photovoltaic technology and meets all of the eligibility criteria set forth in 225 CMR 20.05 and 225 CMR 20.06 and has received a Statement of Qualification.
- 2.31 <u>Standalone STGU</u> shall mean a STGU that serves no associated On-Site Load other than parasitic or station load utilized to operate the Generation Unit.
- 2.32 <u>Statement of Qualification</u> shall mean a document issued by the DOER that qualifies a STGU to participate in the SMART Program pursuant to 225 CMR 20.00.

3.0 Availability

Incentive Payments and, as applicable, AOBCs provided under this SMART provision are available to the Owner or Authorized Agent of a STGU that has received a Statement of Qualification from the DOER, has met all eligibility requirements from 225 CMR 20.00, has a total installed capacity of less than or equal to five megawatts (measured in megawatts ("MW") AC), and is interconnected to the Company's electric distribution system. The Base Compensation Rates, which form the basis for Incentive Payments, are established by capacity blocks as shown in Appendix A. Other than STGUs selected under the one-time competitive procurement described in 225 CMR 20.07(3), no STGU shall

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be eligible to qualify in the Company's first capacity block unless it has a capacity equal to or less than one megawatt or is eligible to receive a Compensation Rate Adder (special rate adders specific to certain types of STGUs). Applications will be accepted on a first-come first-served basis.

Each Standalone STGU may be metered by the Company through a single metering point. All other STGUs must be separately metered by the Company for the purpose of measuring energy generated by the STGU, with the Company's metering installed behind the Customer's service meter. All STGUs must be electrically separate, and separately metered per Section 5.0, below, from any other existing electricity generating unit, whether taking service under the SMART provision or not.

Incentive Payments and, as applicable, AOBCs provided under this SMART provision are available to the Owner or Authorized Agent of Eligible STGUs installed on distribution infrastructure served, but not owned, by the Company, provided that (1) there is a Customer associated with the distribution infrastructure served by the Company; and (2) the STGU shall also comply with the requirements in Section 6.0, below.

4.0 Other Tariff Applicability

All Customers must comply with the Company's Standards for Interconnection of Distributed Generation tariff ("Interconnection Tariff") and the Terms and Conditions for Distribution Service, as may be amended from time to time.

STGUs that are served on the Company's Net Metering tariff pursuant to 220 CMR 18.00 or Power Purchase tariff pursuant to 220 CMR 8.00 will receive Incentive Payments pursuant to the SMART provision. The terms and conditions regarding the calculation and distribution of net metering credits or payments for purchased power are governed by the provisions of the applicable tariff.

5.0 Metering

The Company will own, install, and maintain a meter on each STGU that complies with the metering standards applicable to the size of the STGU as defined in the Company's Interconnection Tariff or as required by ISO-NE for registration as a settlement only generator. Monthly readings obtained from the meter will be used to determine Incentive Payments pursuant to Section 7.0 below. The Company must

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be provided adequate access to read the meter(s), and to install, repair, maintain, and replace the meter(s), if applicable. During the interconnection process, the Company will assess the Owner, Authorized Agent, or their designee of a STGU a charge for the installed cost of the meter, including necessary metering equipment (e.g., instrument transformers, communication equipment). An ESS co-located with a STGU greater than 60 kW may require separate metering, and during the interconnection process, the Company will assess a charge to the Owner, Authorized Agent or their designee for the installed cost of the meter, including necessary metering equipment (e.g., instrument transformers, communication equipment), if installed.

6.0 Conditions for Participation

Owners or Authorized Agents of a STGU must demonstrate compliance with the following conditions prior to receiving Incentive Payments and AOBCs, if applicable. Incentive Payments and AOBCs will be applied on a prospective basis only after all of the following conditions have been met.

- 6.1 The Owner must obtain the Company's written authority to interconnect and operate in parallel with the Company's electric distribution system.
- 6.2 The Owner must provide final approval of a Statement of Qualification from the DOER for systems that have been constructed within the required timeline. This may be provided directly to the Company by the SPA with the permission of the Owner.
- During the period of time in which the STGU is receiving Incentive Payments pursuant to Section 7.0, the Company shall have the irrevocable rights and title to the RPS Class I Renewable Generation Attributes and/or Environmental Attributes of all STGUs. In addition, for those units that are also AOBC Generation Units, the Company will also have irrevocable rights and title to the energy and any market products associated with the sale of energy or energy services produced by the AOBC Generation Unit.
 - 6.3.1 RPS Class I Renewable Generation Attributes in the form of Renewable Energy Certificates ("RECs") must be delivered to the Company's appropriate NEPOOL-GIS account. For STGUs greater than 60 kW, and that are not connected behind

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a meter measuring On Site Load, this will be accomplished through either the Company or the Owner registering the STGU with the NEPOOL-GIS and enrolling in a Forward Certificate Transfer of RECs to the appropriate Company NEPOOL-GIS account for the term of enrollment in this tariff. If the Owner is required to register the STGU and enroll in a Forward Certificate Transfer, evidence of such enrollment will be collected by the Company.

- 6.3.2 STGUs that are 60 kW or smaller, and those that are greater than 60 kW and are connected behind a meter measuring On Site Load, shall provide all necessary information to, and cooperate with, the Company to enable the Company to obtain the appropriate asset identification for reporting generation to the NEPOOL-GIS for the creation of RECs and direct all RECs from the STGU to the Company's appropriate NEPOOL-GIS account. The Owner or Authorized Agent shall provide approvals or assignments, including, but not limited to, completing the Company's Renewable Energy Certificate Assignment and Aggregation Form, to facilitate the STGU's participation in asset aggregation or other model of asset registration and reporting for the period of time in which the STGU is receiving Incentive Payments pursuant to Section 7.0. This form will be collected by the SPA and provided to the Company.
- 6.3.3 Energy: Energy produced by AOBC Generation Units must be delivered to the Company in the Company's ISO–NE load zone at the delivery node associated with the STGU. As requested by the Company or ISO-NE, the Owner or Authorized Agent shall provide all necessary information as well as follow all requirements for all applicable market rules needed to establish as a settlement only generator. The Company will report all exported power from any AOBC Generation Unit greater than 60 kW to ISO-NE as a settlement only generator and will include such energy settlement revenue in the Company's annual SMART reconciliation. If the Company elects to register any AOBC Generation Unit less than or equal to 60 kW, the associated energy settlement revenue shall also be included in the Company's annual SMART reconciliation.

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6.3.4 <u>Capacity</u>:

- (1) The Company does not hold title to the capacity associated with an ESS that is paired with an AOBC Generation Unit.
- (2) Except as consistent with the Company's Power Purchase and Net Metering tariffs, title to the capacity rights associated with an AOBC Generation Unit will automatically transfer to the Company upon enrollment in the SMART Program by the AOBC Generating Unit and the Company shall participate in the FCM with respect to capacity to which the Company has title under one of the following options:
 - (a) qualifying and bidding the capacity into the ISO-NE FCM to obtain a capacity supply obligation as defined by ISO-NE ("Option 1"); or
 - (b) registering for performance incentive payments under the ISO-NE FCM Pay-for-Performance Project ("Option 2").
- (3) The Company will be exempt from the requirement to participate in the FCM with respect to the capacity for a specific AOBC Generation Unit if the facility cannot be qualified for the ISO-NE FCM due to circumstances outside of the Company's control, and the Company can demonstrate that it made reasonable efforts to mitigate the issues preventing qualification.
- (4) Cooperation and Qualification of AOBC Generation Units for participation in the ISO-NE FCM. Consistent with Section 6.3.4 and Section 6.3.5, if requested by the Company, the Owner or Authorized Agent of an AOBC Generation Unit shall take all commercially reasonable means necessary to cooperate with the Company to qualify an AOBC Generation Unit for participation in the ISO-NE FCM.

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If the Company has already participated in the ISO-NE FCM by qualifying and bidding the associated capacity for an existing AOBC Generation Unit that becomes an Eligible Facility as a result of being retrofitted with an ESS and subsequently exercises the Buyout Option, the Company shall transfer any associated capacity supply obligation, as defined by ISO-NE, to the facility owner upon receipt of full payment of the buyout.

The owner of an Eligible Facility electing the Buyout Option must make payment to the Company not later than 15 business days after the owner submits written notice of intent to exercise the Buyout Option to the Company. Within 15 business days after the Distribution Company receives the full buyout payment, it must provide the owner of the Eligible Facility with all necessary documents to transfer the title to the capacity rights to the owner.

- 6.3.5 <u>Buyout Option</u>: The owner of an AOBC Generation Unit paired with an ESS ("Eligible Facility") shall have a one-time option to purchase the capacity rights of such Eligible Facility from the Company ("Buyout Option"). Such Buyout Option may be exercised by these facility owners under the following conditions:
 - (1) for new Eligible Facilities enrolled in the SMART Program under the provisions of this tariff on or after February 1, 2019, any time after the filing of an interconnection application and before the Company issues an authorization to interconnect;
 - (2) for existing Eligible Facilities enrolled in the SMART Program under the provisions of this tariff before February 1, 2019, at any time unless the Company either (a) has submitted a Show of Interest, as defined by ISO-NE, thereby beginning the process of qualifying the resource in the ISO-NE FCM or (b) has successfully qualified the resource in the ISO-NE FCM for the current qualification period; and

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- (3) for existing Eligible Facilities enrolled in the SMART Program under the provisions of this tariff before February 1, 2019 that retrofit with an ESS, after the filing of a revised interconnection application and before the Company issues a new authorization to interconnect.
- 6.3.6 It is the responsibility of the Owner or the Authorized Agent to ensure that billing account information of the designated recipients of AOBCs and information necessary for distribution of Incentive Payments is accurately reflected on the AOBC Payment/Credit Form and provided on any forms required for taxpayer identification and reporting. AOBCs that cannot be applied to recipient accounts because of inaccurate information will remain on the STGU's account and will be carried forward to subsequent billing months subject to Section 10.0 regarding the Company's option to pay a lump sum amount. Changes to the Incentive Payment/Credit Form and/or AOBC Payment/Credit Form must be received by the Company at least 15 days prior to the next billing date of the STGU or the AOBC recipient, as applicable, to be reflected in the next billing period. Incentive Payments that cannot be paid to an Owner due to inaccurate or incomplete records will be available for 90 calendar days, after which they will be forfeited.

7.0 Calculation of Incentive Payments

Incentive Payments to STGUs will be in accordance with the formula specified in 225 CMR 20.08 and will be calculated for each monthly billing period as follows:

IP = (BCR + CRA - GS - VOE) * kWhgen

Where

IP = Incentive Payment.

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- BCR = Base Compensation Rate applicable to the STGU as specified in the STGU's Statement of Qualification. The Base Compensation Rates by capacity block are provided in Appendix A.
- CRA = Compensation Rate Adder applicable to the STGU as specified in the STGU's Statement of Qualification.
- GS = Greenfield Subtractor applicable to the STGU as specified in the STGU's Statement of Qualification.
- kWhgen = kWh generated during the billing period. For STGUs, kWhgen will be measured after the reduction for parasitic or station load.
- VOE = Value of Energy, determined as set forth below
 - (1) For Standalone STGUs that are net metered pursuant to the Company's Net Metering tariff, the VOE will be the applicable net metering credit.
 - (2) For Standalone STGUs that are QFs or On-site Generating Facilities pursuant to 220 CMR 8.00 but are not net metered pursuant to the Company's Net Metering tariff, the VOE will be the rate applicable under the Company's Power Purchase tariff.
 - (3) For STGUs that are located behind the Customer's electric service meter and have On-Site Load other than parasitic or station load, the VOE will be the sum of the current applicable distribution kWh charge, transmission kWh charge, transition kWh charge, and the average of the Basic Service kWh charge for the three calendar years immediately preceding the year in which the Statement of Qualification is issued. For purposes of this tariff, a Customer's current applicable distribution kWh charge, transmission kWh charge, and transition kWh charge will be those charges in effect applicable to the Customer during the previous calendar year. The VOE applicable to the STGU will be specified on the Statement of Qualification, as provided by the Company in Appendix A to this tariff

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and will not change during the period of time during which the STGU is receiving Incentive Payments pursuant to Section 7.0, unless directed to change by DOER.

- (4) For AOBC Generation Units, the VOE will be equal to the Basic Service rate applicable to the AOBC Generation Unit's rate class in effect during the billing period, as established by the Company's Basic Service tariff.
- (5) Base Compensation Rates and, if applicable, Compensation Rate Adders, and/or Greenfield Subtractors are determined as authorized in the Statement of Qualification, and those rates will not change during the period of time in which the STGU is receiving Incentive Payment pursuant to Section 7.0 unless as directed by the DOER, SPA or the Department. The applicable distribution, transmission and transition charges, and the three-year average of Basic Service rates will change once annually in Appendix A to this tariff.

8.0 <u>Distribution of Incentive Payments</u>

The Company will disburse Incentive Payments, in the form of a paper or electronic check as specified on the Incentive Payment/Credit Form or AOBC Payment/Credit Form, to the STGU's Owner or Authorized Agent. If the Incentive Payment is disbursed to an Authorized Agent, the Owner must indicate on the applicable Payment/Credit Form.

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9.0 Calculation of Buyout Payment

The Buyout Payment for the option pursuant to in Section 6.3.5 shall be calculated as follows:

ACF = [FNC * CCR * (60% * CP) * (80%) * SE] - ADM

Buyout Payment = Net Present Value of ACF

where

ACF = Annual Cash Flow, determined based on a discount rate of 10 percent and

a term of 20 years less the time the Eligible Facility has participated in the

SMART Program

FNC = Facility Nameplate Capacity of the inverter using an AC rating

CCR= Capacity Contribution Rate of 31.8%, initially, and as updated in each year

ISO-NE issues a new Report of Capacity, Energy, Loads, and

Transmission (CELT)

CP = Capacity Price based on the levelized 15-year forecast of capacity prices

under the AESC Study, updated in any year a new final AESC Study is

issued

SE = 4 months of annual solar eligibility in the ISO-NE FCM

ADM = estimated long-term costs incurred by the Company in the administration

of participation in the ISO-NE FCM, calculated at \$1,300/MW and

escalated at two percent per year

If actual Administrative Costs differ significantly from those included in the Buyout Payment, the Company shall petition the Department for a revision to the Buyout Payment formula to more accurately reflect actual administrative costs.

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10.0 Alternative On-Bill Credits

The AOBCs shall be the VOE of the AOBC Generation Unit as specified in Section 7.0(4), above multiplied by the total kilowatt-hours (kWh) during a billing period for any Standalone STGU which elects to enroll as an AOBC Generation Unit. The AOBCs will be applied to the single billing account associated with the AOBC Generation Unit.

The Owner of the AOBC Generation Unit must complete an Incentive Payment/Credit Form and AOBC Payment/Credit Form indicating how the AOBCs are to be transferred to other Customer accounts in the Company's service area. AOBCs may be transferred across ISO-NE load zones within the Company's Eastern Massachusetts service territory. AOBCs may not be transferred from the Company's Eastern Massachusetts service territory to its Western Massachusetts service territory or vice versa. The Company shall not transfer AOBCs without a completed Incentive Payment/Credit Form and AOBC Payment/Credit Form. Such allocations are allowed up to two decimal places and the AOBC Payment/Credit Form will not be considered complete unless allocations correctly total 100 percent and there are no billing account number or customer name errors. At its option, the Company may increase the number of decimal places on the AOBC Payment/Credit Form once there is automation of AOBCs, if it does not place an undue burden on the Company.

At its option, the Company may pay a designated recipient, in a lump sum amount, any AOBC remaining on the AOBC Generation Unit billing account at the end of a 12-month period ending March 31, adjusted by the ratio of the average ISO-NE Locational Marginal Pricing rate that was realized by the settlement of the output of STGUs with ISO-NE over the course of the year divided by the average Basic Service rate for the 12-month period.

11.0 Term of Tariff

All STGUs with capacities larger than 25 kW AC will be eligible to receive compensation under this tariff for 20 years from the STGU's Incentive Payment Effective Date. All STGUs with capacities less than or equal to 25 kW AC will be eligible to receive compensation under this tariff for 10 years from the STGU's Incentive Payment Effective Date. This tariff will remain in effect until the costs incurred

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to administer the SMART Program have been fully recovered through the SMART Factors and termination of this tariff has been granted by the Department.

12.0 Applicability of SMART Factor

The SMART Factor, as defined herein, shall be determined in accordance with Section 14.0 below, subject to the Department's review and approval. The SMART Factor shall be applied to all bills issued by the Company, shall be assessed to the billed kWh of all retail delivery service customers, and will be identified as "Distributed Solar Charge" on customer bills.

Prior to January 1, 2020, the SMART Factor will apply to the billed kWh of Customers with a STGU. By January 1, 2020, Customers with a STGU will be billed the SMART Factor assessed to the sum of the net kWh recorded on the STGU production meter and the net kWh recorded on the Customer's revenue meter, or by a different date after January 1, 2019 as approved by the Department.

13.0 **SMART Factor Effective Date**

The SMART Factor shall be effective January 1 of each year, unless otherwise ordered by the Department.

14.0 <u>Calculation of SMART Factor</u>

The SMART Factor, as defined herein, shall be determined in accordance with this Section in the form of a volumetric charge that varies by rate class, subject to the Department's review and approval. Costs that are ineligible for recovery through the SMART Factor include, but are not limited to: (1) SPA costs, and (2) overhead and burdens operations and maintenance ("O&M") expenses, unless the Department approves such expenses. Capitalized overhead and burdens are eligible for recovery provided the associated expenses meet the requirements of the test referenced in Section 16.0. The SMART Factor recovers the annual incremental costs that the Company incurs during the applicable 12-month period associated with the SMART Program. The SMART Factor shall include estimated Incentive Payments, AOBCs, and Market Revenue. The Company will reflect actual Incentive Payments, AOBCs, and Market Revenue, along with actual incremental administrative costs, in determining the amount it has under or over-recovered through the applicable year's SMART Factor.

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The SMART Factor shall be calculated as follows:

 $SFxs = (IPx + ABCx - MRx + ADMx-1 + RAx-1) * DRAs \div FkWhxs$

Where

x = The Current Year.

s = A separate value for each rate class group.

SFxs = The SMART Factor for the Current Year for each rate class group.

IPx = Estimated Incentive Payments issued in the Current Year.

ABCx = Estimated Alternative On-Bill Credits issued in the Current Year.

MRx = Estimated Market Revenue in the Current Year.

ADMx-1 = The incremental capital and O&M administrative cost the Company incurred in the Prior Year necessary to meet SMART Program objectives, including, but not limited to, billing system improvements, and additional personnel required for ongoing operations and those costs solely attributable to participation in the ISO-NE FCM as described in Section 6.3.4 and Section 6.3.5. Incremental administrative costs include the revenue requirement associated with cumulative capital improvements placed in service up through the Prior Year.

RA = The Reconciliation Amount is the sum of (a) the difference between (1) the actual IP, ABC, and MR incurred in the Prior Year plus incremental administrative costs approved for recovery in prior years; and (2) the amount of SF revenue billed by the Company during the Prior Year. Interest shall be applied to the reconciling balance at the Prime Rate as reported by the Wall Street Journal.

DRA = The Distribution Revenue Allocator percentage for each rate class group.

FkWhxs = Forecasted kWh for each rate class group for the Current Year.

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The Distribution Revenue Allocator shall be derived from the Company's most recent general rate case as approved by the Department and shall be as follows by rate class group:

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Rate Class GroupRate Classes	Distribution Revenue Allocator
ResidentialR-1/R-2	<u>53.156%41.145%</u>
Small General Service/StreetlightsR-3/R-4	22.078%4 .575%
Medium General ServiceG-1/T-1	<u>14.075%</u> 3.446%
<u>Large General Service</u> G-2/T-2	<u>10.690%27.907%</u>
G-3/WR	7.998%
G-0/G-1/G-6	0.829%
G-2	1.329%
G-3/SB1	0.856%
G-4	0.012%
G-5	0.018%
G-1/G-7	3.930%
G-2	1.088%
G-3	0.610%
G-4	0.008%
G-5	0.053%
G-6	0.008%
23/24/G-0/T-0	2.626%
G-2/T-4	1.159%
T-2	1.495%
T-5	0.498%
S-1/S-2	0.315%
S-1/S-2	0.095%
<u>Total</u>	100.000%

Interim SMART Factor Adjustments

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If at any time during the year, the annual SMART Program costs are ten percent above or below the costs the Company is recovering through its SMART Factor, the Company may petition the Department for an interim adjustment prior to its next scheduled SMART Factor filing.

15.0 Determination of Incremental Administrative Cost

To be eligible for inclusion as an incremental administrative cost recoverable through the SMART factor, the Company shall demonstrate that all O&M expenses incurred in the performance of SMART Program activities and proposed for recovery through the SMART factor are:

- (1) incremental to the representative level of O&M expenses recovered through all other rates billed by the Company to its customers; and
- (2) directly related to SMART Program activities.

The Company shall apply these thresholds to all O&M expenses for which it seeks recovery for Department review in annual SMART Factor filings.

16.0 Overhead and Burden Adjustments

The Company will perform an overhead and burdens test to demonstrate that actual overhead and burdens costs charged to SMART Program capital projects are incremental to amounts recovered in base distribution rates and other reconciling mechanisms. This test shall compare the actual O&M overhead and burdens and the amount included in base distribution rates in each year. If the actual O&M overhead and burdens exceed the amount included in base distribution rates, capitalized overheads and burdens recovered through a reconciling rate shall be reduced by the amount of the excess. The Company shall determine whether such reduction is required for all reconciling mechanisms that require such a determination once each year, and the determination shall be included in the Company's annual Grid Modernization Plan cost recovery filing. In addition, the percentage of capitalized overhead and burdens assigned to SMART Program capital projects shall be set equal to the ratio of SMART Program costs to total direct costs in any given year.

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17.0 Filing of SMART Factors for Department Approval

Changes to the SMART Factors shall be filed with the Department at least 60 days prior to January 1. Such filing shall include the reconciliation of the amount recoverable through prior SMART Factors, as appropriate, and include supporting calculations for estimated Incentive Payments and describe any cost variances as defined in the Company's project authorization policies.

18.0 Additional Terms and Conditions of Service

- Cooperation and Qualification of STGUs for Other Programs, Incentives, and Markets. Consistent with Section 6.3, if requested by the Company, the Owner or Authorized Agent of an enrolled STGU shall take all commercially reasonable means necessary, and pay any costs or fees associated with such actions, to cooperate with the Company to qualify a STGU for other available federal, state, regional, local, and voluntary programs, incentives, and/or markets that would increase the value or marketability of the STGU's products and attributes including but not limited to registering the STGU with other states in order to qualify for such states' RPS or similar program(s). Such Owner or Authorized Agent shall comply with all rules of such programs, incentives, and markets including, without limitation, rules that relate to the creation, tracking, recording, and transfer of all Environmental Attributes that are to be transferred under this tariff.
- Non-Compliance. The Owner or Authorized Agent of a STGU shall comply with the provisions of this tariff through the end of the period during which the STGU is eligible to receive Incentive Payments pursuant to Section 7.0. Only the STGU described on the Statement of Qualification is eligible to participate under this tariff. In no event shall a STGU's nameplate capacity exceed what is allowed by the Statement of Qualification. If a STGU exceeds the nameplate capacity allowed by the Statement of Qualification, or the Company determines that an Owner or Authorized Agent has violated the terms and conditions of this tariff, the Company will report the non-compliance immediately to the DOER, and the DOER shall issue a notice of non-compliance to the Owner or Authorized Agent and to the Company. Upon receipt of a notice of non-compliance from the DOER, the Company may suspend payment of Incentive Payments and AOBCs, if applicable,

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and/or take other action as required the DOER until such time as the non-compliance has been remedied.

Neither the Company nor the Owner or Authorized Agent shall be deemed in noncompliance for failure or delay in the performance of any obligation under the tariff if and to the extent that such delay or failure is due to a Force Majeure Event. A Force Majeure Event shall#mean any cause beyond the reasonable control of, and not due to the fault or negligence of, the Company or the Owner or Authorized Agent and which could not have been avoided by exercising commercially reasonable efforts ,including, as applicable, acts of war or terrorism, public disorder, insurrection or rebellion, embargo or national emergency; curtailment of electric distribution services; flood, hurricane, windstorm, tornado, earthquake, or other acts of God; explosion or fire; strikes, lockouts, or other labor disturbances (whether among employees of the Company or the Owner or Authorized Agent, its suppliers, contractors, or others); delays, failure, and/or refusal of suppliers to supply materials or services; orders, acts or omissions of the NEPOOL GIS Administrator, as applicable; embargoes; sabotage; or any other cause of like or different kind, beyond the reasonable control of the Company or the Owner or Authorized Agent. Notwithstanding the foregoing, a Force Majeure Event shall not be based on Owner's ability to sell market products at a price greater than the rates applicable to the STGU or the Company's ability to purchase market products at prices below the applicable rates.

The party claiming Force Majeure shall notify the other party and the DOER of the occurrence thereof as soon as possible and shall use reasonable efforts to resume performance immediately. In no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the STGU's eligibility to receive Incentive Payments pursuant to Section 7.0.

18.3 <u>Termination Provisions.</u> The DOER has the authority to suspend or revoke Statements of Qualification. If the Owner or Authorized Agent or the Company receives confirmation from the DOER that the Owner's Statement of Qualification has been suspended or revoked, or if the Owner or Authorized Agent has failed to satisfy the Owner's obligations under this tariff, the Company may elect to terminate its obligations

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- under this tariff. Neither the Owner or Authorized agent nor the Company may terminate their obligations under this tariff with less than 30 days' notice to the other party.
- 18.4 <u>Governing Law.</u> This tariff is governed by the provisions of 225 CMR 20.00 and Chapter 164 of the General Laws.
- 18.5 <u>Dispute Resolution.</u> Disputes shall generally be resolved in accordance with D.P.U. 17-140-A at 202-204. Neither the Company nor the Department shall be responsible for resolving disputes between the Owner of an AOBC Generation Unit and those Customers to whom the Owner is transferring AOBCs.

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APPENDIX A

I. **Base Compensation Rates**

EASTERN MASSACHUSETTS										
	Base Compensation	Term								
Generation Unit Capacity	Rate Factor	Length	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6	Block 7	Block 8
Low Income ≤ 25 kW AC	230%	10-year	\$0.39100	\$0.37536	\$0.36035	\$0.34593	\$0.33209	\$0.31881	\$0.30606	\$0.29382
≤25 kW AC	200%	10-year	\$0.34000	\$0.32640	\$0.31334	\$0.30081	\$0.28878	\$0.27723	\$0.26614	\$0.25549
$> 25 \text{ kW}, \le 250 \text{ kW AC}$	150%	20-year	\$0.25500	\$0.24480	\$0.23501	\$0.22561	\$0.21658	\$0.20792	\$0.19960	\$0.19162
$> 250 \text{ kW}, \le 500 \text{ kW AC}$	125%	20-year	\$0.21250	\$0.20400	\$0.19584	\$0.18801	\$0.18049	\$0.17327	\$0.16634	\$0.15968
$> 500 \text{ kW}, \le 1,000 \text{ kW AC}$	110%	20-year	\$0.18700	\$0.17952	\$0.17234	\$0.16545	\$0.15883	\$0.15247	\$0.14638	\$0.14052
$> 1,000 \text{ kW}, \le 5,000 \text{ kW AC}$	100%	20-year	\$0.17000	\$0.16320	\$0.15667	\$0.15041	\$0.14439	\$0.13861	\$0.13307	\$0.12775
$> 1,000 \text{ kW}, \le 5,000 \text{ kW*}$		20-year	\$0.17000	N/A						

^{*}For Solar Tariff Generation Units selected under the one-time competitive procurement.

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M.D.P.U. No. 74D74E Cancels M.D.P.U. No. 74C74D

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

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WESTERN MASSACHUSETTS										
	Base Compensation	Term								
Generation Unit Capacity	Rate Factor	Length	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6	Block 7	Block 8
Low Income ≤ 25 kW AC	230%	10-year	\$0.32862	\$0.31548	\$0.30286	\$0.29075	\$0.27912	\$0.26795	\$0.25723	\$0.24694
≤25 kW AC	200%	10-year	\$0.28576	\$0.27433	\$0.26336	\$0.25282	\$0.24271	\$0.23300	\$0.22368	\$0.21473
$> 25 \text{ kW}, \le 250 \text{ kW AC}$	150%	20-year	\$0.21432	\$0.20575	\$0.19752	\$0.18962	\$0.18203	\$0.17475	\$0.16776	\$0.16105
$> 250 \text{ kW}, \le 500 \text{ kW AC}$	125%	20-year	\$0.17860	\$0.17146	\$0.16460	\$0.15801	\$0.15169	\$0.14563	\$0.13980	\$0.13421
$> 500 \text{ kW}, \le 1,000 \text{ kW AC}$	110%	20-year	\$0.15717	\$0.15088	\$0.14485	\$0.13905	\$0.13349	\$0.12815	\$0.12302	\$0.11810
$> 1,000 \text{ kW}, \le 5,000 \text{ kW AC}$	100%	20-year	\$0.14288	\$0.13716	\$0.13168	\$0.12641	\$0.12135	\$0.11650	\$0.11184	\$0.10737
$> 1,000 \text{ kW}, \le 5,000 \text{ kW*}$		20-year	\$0.14288	N/A						

^{*}For Solar Tariff Generation Units selected under the one-time competitive procurement.

Notes:

Each Capacity Block shall have a minimum of 20% and a maximum of 35% of its total available capacity reserved for Solar Tariff Generation Units with nameplate capacities less than or equal to 25 kW.

Solar Tariff Generation Units that receive a capacity allocation in more than one Capacity Block will receive a blended Compensation Rate that reflects the rates applicable to both Capacity Blocks.

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

APPENDIX A

II. Compensation Rate Adders

Please refer to 225 CMR 20.07(4) for currently effective Compensation Rate Adders, and to DOER's Guideline on Energy Storage at https://www.mass.gov/info-details/solar-massachusetts-renewable-target-smart-program#smart-program-guidelines that provides an Energy Storage Adder calculator.

III. Sum of Applicable Distribution, Transmission, Transition, and Three-Year Average of Basic Service Rates

Rate Class	Territory/Service Area	Applicable Three-Year Average Commercial Operation Year (¢/k)		
		2021	2022	
R-1/R-2	Eastern Massachusetts	21.172	22.302	
R-3/R-4	Eastern Massachusetts	20.059	21.306	
G-1 (Non-Demand)	Greater Boston	21.671	22.478	
G-1 (Demand)	Greater Boston	20.338	20.926	
G-2	Greater Boston	14.357	14.143	
G-3 (NEMA)	Greater Boston	12.559	12.038	
G-3 (SEMA)	Greater Boston	11.437	11.389	
T-1 (Closed)	Greater Boston	19.610	20.235	
T-2 (NEMA)	Greater Boston	13.039	12.629	
T-2 (SEMA)	Greater Boston	11.917	11.980	
G-0	Cambridge	18.861	19.397	
G-1	Cambridge	13.885	13.550	
G-2	Cambridge	13.568	13.013	
G-3	Cambridge	12.602	11.971	
G-4	Cambridge	13.530	13.146	
G-5 (Closed)	Cambridge	17.476	18.041	
G-6 (Closed)	Cambridge	21.625	22.032	

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	17.689	18.288
South Shore, Cape Cod,	20.713	21.416
South Shore, Cape Cod,	13.087	13.172
South Shore, Cape Cod, Martha's Vineyard	12.246	12.132
South Shore, Cape Cod, Martha's Vineyard	15.154	15.043
South Shore, Cape Cod, Martha's Vineyard	19.604	20.482
South Shore, Cape Cod, Martha's Vineyard	South Shore, Cape Cod, 16.358	
South Shore, Cape Cod, Martha's Vineyard	14.684	14.451
South Shore, Cape Cod, Martha's Vineyard	16.974	16.815
Western Massachusetts	19.526	20.935
Western Massachusetts	18.464	19.984
Western Massachusetts	17.014	16.504
Western Massachusetts	12.621	12.395
Western Massachusetts	12.263	12.016
Western Massachusetts	12.201	11.950
Western Massachusetts	setts 11.398 11.2	
Western Massachusetts	11.342	11.208
Western Massachusetts	11.130	10.894
Western Massachusetts	10.898	10.552
	Martha's Vineyard South Shore, Cape Cod, Martha's Vineyard Western Massachusetts	Martha's Vineyard South Shore, Cape Cod, Martha's Vineyard Western Massachusetts 19.526 Western Massachusetts 19.526 Western Massachusetts 17.014 Western Massachusetts 12.621 Western Massachusetts 12.263 Western Massachusetts 11.398 Western Massachusetts 11.342 Western Massachusetts 11.130

IV. Basic Service Rates

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SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART)

APPENDIX A

Currently effective Basic Service pricing may be found at http://www.eversource.com.

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February 1, 2022

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NSTAR ELECTRIC COMPANY
75A
d/b/a EVERSOURCE ENERGY

-M.D.P.U. No.

Cancels M.D.P.U. No. 75

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2017 TAX ACT CREDIT

1.0 Purpose

The purpose of this tariff is to provide a mechanism to return to all distribution customers taking service under retail rate schedules a regulatory liability amount of \$676,643,217 over the amortization periods approved in D.P.U. 18-15 in association with the Tax Cuts and Jobs Act of 2017.

2.0 Applicability

The Tax Act Credit Factor ("TACF") shall be a per kilowatt-hour ("kWh") rate applicable to all electricity, measured in kWh, delivered by the Company to customers taking service under its distribution rate schedules. For billing purposes in Eastern Massachusetts, the TACF shall be included in the Distribution Charge. For billing purposes in Western Massachusetts, the TACF shall be included in the Distribution Charge on an interim basis in 2019 and listed separately no later than January 1, 2020.

To the extent any of the regulatory liability defined in Section 1.0 includes excess accumulated deferred income tax amounts ("ADIT") specifically associated with reconciling mechanisms, the Company shall return those amounts through the respective reconciling mechanism and adjust the regulatory liability amount accordingly.

3.0 Effective Date

The date on which the annual TACF becomes effective shall be the first day of January of each calendar year, unless otherwise ordered by the Department. The TACF shall remain in effect until the excess ADIT balance is transferred to the new rates that are established in the Company's next base rate proceeding, or unless otherwise directed by the Department.

4.0 Reconciliation

Excess ADIT may be estimated for the purpose of determining the TACF and will be subject to reconciliation once the final tax liabilities come due. Interest on the reconciling balance will accrue at the customer deposit rate.

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NSTAR ELECTRIC COMPANY
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d/b/a EVERSOURCE ENERGY

-M.D.P.U. No.

Cancels M.D.P.U. No. 75

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2017 TAX ACT CREDIT

5.0 Allocation to Ratepayers

Excess ADIT to be credited to customers through the TACF shall be allocated as follows:

Rate Class GroupRate Classes	Distribution Revenue Allocator
ResidentialR-1/R-2	<u>53.156%</u> 41.145%
Small General Service/StreetlightsR-2/R-3	<u>22.078%</u> 4 .575%
Medium General ServiceG-1/T-1	<u>14.075%</u> 3.446%
Large General Service G-2/T-2	<u>10.690%27.907%</u>
G-3/WR	7.998%
G-0/G-1/G-6	0.829%
G-2	1.329%
G-3/SB1	0.856%
G-4	0.012%
G 5	0.018%
G-1/G-7	3.930%
G-2	1.088%
G-3	0.610%
G- 4	0.008%
G-5	0.053%
G-6	0.008%
23/24/G-0/T-0	2.626%
G 2/T 4	1.159%
T-2	1.495%
T-5	0.498%
S 1/S 2	0.315%
S 1/S 2	0.095%
<u>Total</u>	100.000%

The effective rates for the TACF shall be as referenced in M.D.P.U. No. 1-for Eastern Massachusetts and M.D.P.U. No. 2 for Western Massachusetts, as in effect from time to time.

6.0 <u>Information to be filed with the Department</u>

The Company shall make its TACF reconciliation as part of its annual reconciliation filing each year. Such filing shall include reconciliation of data for prior periods as appropriate along with supporting testimony and exhibits.

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