

Private Area Lighting LL-1 Rate

Effective February 1, 2004

Applicable to:

Any customer other than the Town of North Attleborough for outdoor lighting service.

Character of Service:

North Attleborough Electric Department will own, install, service, maintain and energize a vapor-type outdoor luminaire to be unmetered and connected directly to the distribution system of North Attleborough Electric Department. The fixture, controlled by photoelectric control, shall be energized year-round from approximately 1/2 hour after sunset to approximately 1/2 hour before sunrise, for a total of approximately 4,175 hours annually.

Mounting will be on an existing utility pole and supplied by an aerial cable. Additional poles will be installed and billed to the customer per the rate schedule. At the option of North Attleborough Electric Department, luminaries may be installed on a customer's pole or standard; however, an acceptable service agreement and minimum service period will be required.

Rate Schedule:

MONTHLY CHARGES:

Delivery Services:

Distribution Charge:

SIZE	APPROX LUMENS	APPROX ANNUAL KWH PER FIXTURE	DISTRIBUTION CHARGE
50 Watt	4,000	260	\$.157460 / kWh
70 Watt	5,800	341	\$.119710 / kWh
100 Watt	9,600	480	\$.087060 / kWh
150 Watt	16,000	802	\$.056260 / kWh
250 Watt	27,500	1,256	\$.044680 / kWh
400 Watt	50,000	1,900	\$.029680 / kWh

Transmission Charge: \$.004970 / kWh

Generation Charge: \$.032320 / kWh

Supplier Services:

Energy Charge: \$.037080 / kWh

Power Cost Adjustments:

TRANSMISSION COST ADJUSTMENT

The Transmission Charge under this rate as set forth under Monthly Charge shall be adjusted from time to time in accordance with the Department's Transmission Cost Adjustment.

The transmission cost adjustment shall recover from customers taking transmission service under the Department's rates, all charges incurred by and billed to the Department by transmission providers for the transmission of electrical energy to North Attleborough and for all transmission related services incurred by and billed to the Department by regional transmission or operating entities such as NEPOOL, a regional transmission group

(RTG), an independent system operator (ISO), or other regional bodies.

The transmission cost adjustment factor shall be established annually based upon a forecast of transmission and transmission related costs and shall include a full reconciliation and adjustment for any over or under recoveries occurring in the prior year.

The Department may recalculate the adjustment factor 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 calculations.

The transmission cost adjustment factor shall be calculated in the following manner:

- The Department's forecast of transmission and transmission related costs for the following year plus any over or under recovery of transmission costs will provide the numerator for the adjustment factor calculation.
- The Department's forecast of sales of kilowatt-hours to retail customers for the following year shall be the denominator.
- The resulting number minus \$.004970 cents per kilowatt-hour shall be the adjustment factor.
- If the resulting number is positive, the transmission charge rate will increase by the same amount. However, if the resulting number is negative, the transmission charge rate will decrease by the same amount.

GENERATION COST ADJUSTMENT

The Generation Charge under this rate as set forth under Monthly Charge shall be adjusted from time to time in accordance with the Department's Generation Cost Adjustment.

The generation cost adjustment shall recover from customers all purchased power costs not recovered by the Transmission Charge and the Energy Charge. Generation costs are commonly referred to as fixed costs, or capacity costs, and include generation operating costs and generation capacity costs and are usually charged to North Attleborough Electric Department on a per kilowatt basis. Also included are ancillary costs related to the purchase of electrical energy.

The generation cost adjustment factor shall be established annually based upon a forecast of generation and generation related costs and shall include a full reconciliation and adjustment for any over or under recoveries occurring in the prior year.

The Department may recalculate the adjustment factor 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 calculations.

The generation cost adjustment factor shall be calculated in the following manner:

- The Department's forecast of generation and generation related costs for the following year plus any over or under recovery of generation and generation related costs will provide the numerator for the adjustment factor calculation.
- The Department's forecast of sales of kilowatt-hours to retail customers for the following year shall be the denominator.
- The resulting number minus \$.032320 per kilowatt-hour shall be the adjustment factor.
- If the resulting number is positive, the generation charge rate will increase by the same amount. However, if the resulting number is negative, the generation charge rate will decrease by the same amount.

ENERGY COST ADJUSTMENT

The Energy Charge under this rate as set forth under Monthly Charge shall be adjusted from time to time in accordance with the Department's Energy Cost Adjustment.

The energy cost adjustment shall recover from customers all purchased power energy (fuel) costs. These costs are commonly referred to as either fuel or fuel related costs or variable power production costs and are billed to North Attleborough Electric Department on a per kilowatt-hour basis.

The energy cost adjustment factor shall be established annually based upon a forecast of energy (fuel) and fuel related costs and shall include a full reconciliation and adjustment for any over or under recoveries occurring in the prior year.

The Department may recalculate the adjustment factor 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 calculations.

The energy cost adjustment factor shall be calculated in the following manner:

- The Department's forecast of energy (fuel) and energy related costs for the following year plus any over or under recovery of energy (fuel) and energy related costs will provide the numerator for the adjustment factor calculation.
- The Department's forecast of sales of kilowatt-hours to retail customers for the following year shall be the denominator.
- The resulting number minus \$.037080 per kilowatt-hour shall be the adjustment factor.

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- If the resulting number is positive, the energy charge rate will increase by the same amount. However, if the resulting number is negative, the energy charge rate will decrease by the same amount.

Terms and Conditions:

- a) See Energy Emergency Clause.
- b) The Department's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.
- c) All electricity delivered hereunder shall be for the exclusive use of the customer and shall not be resold.

Terms of Payment:

Payment shall be net 25 days from date of billing. A periodic interest charge of 1½ percent, Annual Interest Rate of 18 percent, will be added to any unpaid "Previous Balance" appearing on a bill.

Energy Emergency Clause:

1. North Attleborough Electric Department, Town of North Attleborough, Massachusetts, shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control, whether accident, labor difficulties, conditions of fuel supply, the attitude of any public authority, a reduction in voltage, rotating of the use of feeders, selected black-outs or failure to receive any electricity for which in any manner it has contracted, or due to the operation in accordance with good utility practice of any emergency load reduction program by North Attleborough Electric Department or one with whom it has contracted for the supply of electricity or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if North Attleborough Electric Department is unable for any of the causes enumerated above to supply electricity for a continued period of two (2) days or more, that upon request of the customer, the demand charge, if any, shall be suspended for the duration of such liability.

2. Whenever the integrity of the supply of electric service may be threatened by conditions on North Attleborough Electric Department's system or on a part or parts of the transmission and/or distribution system with which North Attleborough Electric Department is interconnected, North Attleborough Electric Department, in its sole judgment, may curtail or interrupt electrical service to the customer and such curtailment or interruption shall not constitute default by North Attleborough Electric Department. North Attleborough Electric Department shall

not be responsible for any failure to supply electric service nor interruption or abnormal voltage of the supply, or any damage resulting from the restoration of service, if such failure, interruption, abnormal voltage or damage is without willful default or gross negligence on its part.

3. North Attleborough Electric Department 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 North Attleborough Electric Department appliances and equipment on the customer's premises. In any event, for non-residential customers served under general service rates, North Attleborough Electric Department shall not be liable in contract, in tort (including negligence under G.L. c.258 and Mass. G.L. c.93A), strict liability or otherwise for any special, indirect or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the customer or other economic harm.

4. North Attleborough Electric Department does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the customer's premise. North Attleborough Electric Department shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of North Attleborough Electric Department's service, conductors, appurtenances or other equipment on the customer's premises.

5. The customer assumes full responsibility for the proper use of electricity furnished by North Attleborough Electric Department and for the condition, suitability, and safety of any and all wires, cable, devices or appurtenances energized by electricity on the customer's premises, or owned or controlled by the customer that are not North Attleborough Electric Department's property. The customer shall indemnify and save harmless North Attleborough Electric Department from and against any and all claims, expenses, legal fees, losses, suits, awards or judgments for injuries to or deaths of persons or damage of any kind, whether to property or otherwise, arising directly or indirectly by reason of (1) the routine presence in or use of electricity over the wires, cables, devices or appurtenances owned or controlled by the customer; or (2) the failure of the customer to perform any of his or her duties and obligations as set forth in the Tariffs, Terms and Conditions and

Requirements for Service where such failure creates safety hazards; or (3) the customer's improper use of electricity or electric wires, cables, devices or appurtenances. Except as otherwise provided by law, North Attleborough Electric Department shall be liable for damages claimed to have resulted from North Attleborough Electric Department's conduct of its business only when North Attleborough Electric, its employees or agents have acted in a grossly negligent, or intentionally wrongful manner.

6. North Attleborough Electric Department may discontinue the supply of service and/or remove its equipment from the customer's premises if the customer fails to comply with the provisions of the Tariffs, Terms and Conditions and Requirements for Service or any supplementary or special agreement entered into with North Attleborough Electric Department, subject to any applicable billing and termination procedures of the Massachusetts Department of Telecommunications and Energy. North Attleborough Electric Department may also discontinue service and remove its equipment from the customer's premises in case of violations of any general law, local ordinance or by-law, or government regulation. North Attleborough Electric Department may assess an Account Restoration Charge upon such discontinuance of service.



North Attleborough Electric Department
A Customer Owned Utility
Serving Our Community Since 1894

Questions? Call 508.643.6300

275 Landry Avenue
North Attleborough,
Massachusetts 02760
508.643.6300
www.naelectric.com