

THE CONNECTICUT LIGHT AND POWER COMPANY

TERMS AND CONDITIONS FOR ELECTRIC SUPPLIERS

PAGE 1 OF 18

1. Applicability

- 1A. The following Terms and Conditions shall apply to every registered Electric Supplier authorized to do business within Connecticut and utilizing the Company's facilities.
- 1B. The Terms and Conditions for Delivery Service of the Connecticut Light and Power Company, on file with the Department of Public Utility Control ("DPUC"), and as may be amended from time to time shall also apply to the service rendered hereunder and such Terms and Conditions are incorporated by reference herein.
- 1C. 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 DPUC regulations and Connecticut law. In case of conflict between these Terms and Conditions and any orders or regulations of the DPUC, said orders or regulations shall govern.
- 1D. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any promise to a customer or electric 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 DPUC, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the DPUC.

2. Definitions

"Act" shall mean Public Act 03-135 - An Act Concerning Revisions to the Electric Restructuring Legislation.

"Aggregator" shall be defined as in section 16-1 of the Connecticut General Statutes.

Supersedes Terms and Conditions for Electric Suppliers
Effective February 1, 2008
by Decision dated January 28, 2008
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Docket No. 09-12-05

Terms & Conditions for Electric Suppliers - 01-01-11.doc

Effective September 1, 2010**
by Decision dated September 1, 2010
Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

"Authorized Third Party" shall mean a party that is not an end use customer, licensed electric supplier or aggregator who is authorized by the customer to receive services on his/her behalf.

"Customer" 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.

"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 the Connecticut Light and Power Company.

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

"DPUC" shall mean the Connecticut Department of Public Utility Control.

"Electric Supplier" shall be defined as in section 16-1 of the Connecticut General Statutes.

"Enrollment period" shall mean, for a particular Customer, the period of time during which an Electric 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 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" shall be defined as in section 16-1 of the Connecticut General Statutes.

"ISO-NE" shall mean ISO New England Inc., which is the current Independent System Operator of the New England bulk power system, and its successor.

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**September 1, 2010 – Price Changes Only (Appendix A)

"Metering Domains" are connection 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.

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

"PTF" shall have the meaning set forth in Section II.49 of ISO-NE's Open Access Transmission Tariff-FERC Electric Tariff No. 3, as it may be amended or supplemented from time to time

"Standard Service" shall mean the electric generation services provided by the Company, on or after January 1, 2007, to any Customer who (a) does not arrange for or is not receiving electric generation services from an electric supplier, and (b) does not use a demand meter or has a maximum demand of less than five hundred kilowatts. The availability for this service shall be in accordance with the provisions set forth in the Company's Generation Services tariff, on file with the DPUC.

"Last Resort Service" shall mean the electric generation services provided by the Company, on or after January 1, 2007, to customers who are not eligible to receive Standard Service. The availability for this service shall be in accordance with the provisions set forth in the Company's Generation Services tariff, on file with the DPUC.

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

3. Obligations of Parties

3A. Customer

The Customer shall:

- (1) Provide notification to the Distribution Company requesting protection from unwanted solicitation from Electric Suppliers, if so desired;

Supersedes Terms and Conditions for Electric Suppliers
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Effective January 1, 2011*
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Docket No. 09-12-05

Terms & Conditions for Electric Suppliers - 01-01-11.doc

Effective September 1, 2010**
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Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

THE CONNECTICUT LIGHT AND POWER COMPANY

- (2) Select one Electric 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 ISO-NE, and (2) providing billing services. The Customer must provide the selected Electric Supplier with the information necessary to allow the Electric Supplier to initiate Generation Service, in accordance with Section 4A, below. A Customer may choose only an Electric Supplier that is licensed by the DPUC;
- (3) Nothing in these Terms and Conditions shall prohibit a Customer from entering into arrangements with multiple suppliers, provided that a single Electric Supplier is designated for the purposes described above.

3B. Distribution Company

The Company shall:

- (1) Arrange for or provide (i) regional network transmission service over PTF and (ii) local network transmission service from PTF to the Company's Distribution System for each Customer, unless the Customer or its Electric Supplier otherwise arranges for such service;
- (2) Deliver power over the Company's facilities to each Customer Delivery Point;
- (3) Release Customer information (name, address, rate class and if available, telephone number) to Electric Suppliers unless the Customer has requested protection from unwanted solicitation;
- (4) Release Customer information (name, address, rate class and if available, phone number) to licensed Aggregators unless the Customer has requested protection from unwanted solicitation;
- (5) Provide Customer service and support for Delivery Service and, if contracted by the Electric Supplier, for Generation Service in accordance with Section 7A.2 below;

Supersedes Terms and Conditions for Electric Suppliers
Effective February 1, 2008
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Docket No. 07-07-01

Effective January 1, 2011*
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*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

- (6) Respond to service interruptions or power quality problems;
- (7) Handle service connection and service termination; i.e. physically connect or disconnect the meter;
- (8) Read meters;
- (9) Submit bills to Customers reflecting unbundled charges;
- (10) Address billing inquiries for Delivery Service and, if contracted by the Electric Supplier, for Generation Service in accordance with Section 7A.2 below;
- (11) Answer general questions about Delivery Service;
- (12) Report Electric Suppliers' loads to the ISO-NE, in accordance with Section 8 below;
- (13) Process the electronic business transactions submitted by Electric Suppliers, and send the necessary electronic business transactions to Electric Suppliers, in accordance with Section 4, below;
- (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 Standard Service or Last Resort Service to Customers in accordance with the Company's tariffs;
- (16) Print twelve months' of historic usage data on customers' bills, in addition to the usage data for the current billing period; and
- (17) All customers of a defaulting Electric Supplier will immediately be placed on Standard Service or Last Resort Service, as appropriate, and remain there until the customer affirmatively selects another licensed electric supplier.

Supersedes Terms and Conditions for Electric Suppliers
Effective February 1, 2008
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Docket No. 07-07-01

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Docket No. 09-12-05

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Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

3C. Electric Supplier

The Electric Supplier:

- (1) Each Electric Supplier must meet the registration and licensing requirements established by law or regulation and either (i) be an ISO-NE Market Participant with an ISO-NE settlement account or (ii) have an agreement in place with an ISO-NE Market Participant member whereby they agree to include the load to be served by the Electric Supplier in their ISO-NE settlement account.
- (2) 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 the PTF, including all necessary reserves, backup and ancillary services, in accordance with all applicable rules and regulations of NEPOOL and ISO-NE;
- (3) 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) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to the PTF. An Electric Supplier shall also be responsible for all transmission wheeling charges necessary to reach the PTF;
- (4) Shall be required to complete testing of the electronic transactions required to facilitate retail access in accordance with Section 16-245-3 of the R.C.S.A. Such testing shall be in accordance with the rules and procedures set forth by the Company;
- (5) 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) Shall be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer;

Supersedes Terms and Conditions for Electric Suppliers
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Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

- (7) Shall be responsible for obtaining the necessary authorization from each Customer prior to requesting historical usage information and capacity tags from the Distribution Company.
- (8) Reviewing, and confirming the accuracy of, all data provided to, or made available for inspection to, the Electric Supplier by the Company during the load estimation, load reporting, billing and other processes described in these Terms and Conditions and/or ISO-NE's rules, tariffs, manuals and/or procedures.

3D. Aggregator

The Aggregator:

- (1) Must meet the licensing requirements established by law or regulation.
- (2) Must be licensed by the Department prior to requesting a Customer List.

4. Initiation and Termination of Generation Service

4A. Initiation of Generation Service

To initiate Generation Service to a Customer, the Electric Supplier shall submit an "enroll customer" electronic transaction to the Company. The Electric 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 Electric Supplier a "successful enrollment" transaction with an estimated effective date. Generation Service shall commence on the date of the Customer's next meter read, provided that the Electric Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the Electric 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.

Supersedes Terms and Conditions for Electric Suppliers
Effective February 1, 2008
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Docket No. 07-07-01

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Docket No. 09-12-05

Terms & Conditions for Electric Suppliers - 01-01-11.doc

Effective September 1, 2010**
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Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

If more than one Electric 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.

4B. Termination of Generation Service

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

Termination of generation services due to non-payment must be in accordance with Section 16-3-100 of the R.C.S.A.

To terminate Generation Service with an Electric Supplier, a Customer shall so inform the Distribution Company or Electric Supplier. In the event that the Customer informs the Distribution Company directly, Generation Service shall terminate within two business days for residential customers; for other customers, Generation 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 Electric Supplier. In the event that the Customer informs the Electric Supplier, the Electric Supplier shall send a "supplier drops customer" transaction to the Distribution Company. In the event that the Customer terminates Generation Service with either the Distribution Company or the Electric Supplier and reverts to Standard Service, the Customer must remain on Standard Service for a period of six consecutive months from the date of their return. The minimum six month stay period does not apply to a customer on Standard Service upon the initiation of a new Distribution Service account.

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

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Effective February 1, 2008
by Decision dated January 28, 2008
Docket No. 07-07-01

Effective January 1, 2011*
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Docket No. 09-12-05

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*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

4C. Customer Enrollment and Termination Errors

The Company will process customer enrollments and terminations in accordance with Section 4A and 4B of this document. The Company has a system in place of checks and balances to minimize any oversights. In the event an Electric 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 Electric 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 Electric Supplier and/or the Customer for costs, expenses and losses resulting from any such error.

4D. 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 Electric Supplier. Upon such notification, the Distribution Company shall send a "customer move" transaction to the Electric Supplier.

In those instances when a Customer moves into a Distribution Company's service territory, the Customer's existing Electric Supplier must submit an "enroll customer" transaction to the new Distribution Company in order to initiate Generation Service. Otherwise, the Customer shall receive Standard Service or Last Resort Service in accordance with the Company's Generation Services tariff and the available rate tariff(s).

4E. Other Provisions

Distribution Companies and Electric 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 Electric Supplier identifying the reason for the rejection.

4F. Electronic Data Interchange Fees

The Company will incur charges as a result of processing the electronic transactions described herein. These charges shall be the responsibility of the Electric Supplier and will be billed to Electric Supplier on a monthly basis.

5. Delivery Service Interruption

5A. 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.

5B. 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 DPUC.

5C. Disconnection of Service

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

5D. Interruptible Load

Supersedes Terms and Conditions for Electric Suppliers
Effective February 1, 2008
by Decision dated January 28, 2008
Docket No. 07-07-01

Effective January 1, 2011*
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Docket No. 09-12-05

Terms & Conditions for Electric Suppliers - 01-01-11.doc

Effective September 1, 2010**
by Decision dated September 1, 2010
Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

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 Electric Suppliers as a result of any interruptions.

6. Metering

6A. Meter Reading

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

Each Customer shall be metered or its load estimated such that the loads can be reported to the ISO-NE for inclusion in the Electric Supplier's, or the Electric Supplier's wholesale provider's settlement account.

6B. Ownership of Metering Equipment

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

The Company will not be held liable for any claim by a Customer or their Electric Supplier if either attaches onto the meter any non-invasive monitoring device not approved by the Company.

Supersedes Terms and Conditions for Electric Suppliers
Effective February 1, 2008
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Docket No. 07-07-01

Terms & Conditions for Electric Suppliers - 01-01-11.doc

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

Effective January 1, 2011*
by Decision dated June 30, 2010
Docket No. 09-12-05

Effective September 1, 2010**
by Decision dated September 1, 2010
Docket No. 98-01-02RE04

7. Billing

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Standard Service, Last Resort Service, or Generation Service from an Electric Supplier.

7A. Passthrough Billing Service

The Company shall continue to issue a bill for non-Generation Service costs and charges to each Customer. The Electric Supplier shall be responsible for billing Customers for the cost of Generation Service provided by the Electric Supplier and for the collection of amounts due to the Electric Supplier costs from the Customer.

The Company shall send a "customer usage information" transaction to the Electric Supplier.

7B. Complete Billing Service

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

The Company shall use the rates supplied by the Electric Supplier to calculate the Electric 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 Electric Supplier.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the Electric Supplier. Customer revenue due the Electric Supplier shall be transferred to the Electric Supplier in accordance with the service contract entered into by the Electric Supplier and the Company.

If a Customer pays the Company less than the full amount billed, the Company shall apply the payment in accordance with Section 16-245d-2 of the R.C.S.A.

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 Delivery Service, applicable to all Customers.

7C. Definition of Standard Units of Service

1. Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariffs on file with the DPUC.

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 DPUC.

8. Determination of Supplier Loads (Estimation)

The determination and reporting of Electric Supplier loads shall be in accordance with the estimation methodology described herein. Each Electric Supplier's loads will be assigned to a specific load asset as registered with ISO-NE and the corresponding hourly values will be reported to ISO-NE for financial settlement of the wholesale electricity market.

This multi-step process includes the determination of the (i) System Retail Load (as said term is defined in Section 8A below) (ii) Customer loads, and (iii) Electric Supplier loads, as well as any adjustments to those values. A description of each of these steps follows.

8A. Determination of the System Retail Load for Real Time Market Settlement.

On an hourly basis, CL&P will calculate an aggregate value representing the load of its Customers served below the 345 kV transmission system (the "System Retail Load") at the Pool Transmission Facility (PTF) boundary with the CL&P Metering Domain(s). The

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 by Decision dated January 28, 2008
 Docket No. 07-07-01

Effective January 1, 2011*
 by Decision dated June 30, 2010
 Docket No. 09-12-05

Terms & Conditions for Electric Suppliers - 01-01-11.doc

Effective September 1, 2010**
 by Decision dated September 1, 2010
 Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only
 **September 1, 2010 – Price Changes Only (Appendix A)

System Retail Load will consist of the five components below as represented in the ISO-NE settlement system:

- (1) total metered output of generation connected to the CL&P Metering Domain,
- (2) plus net imports into the CL&P Metering Domain,
- (3) less net exports from the CL&P Metering Domain,
- (4) less non-retail loads (e.g., wholesale load served to municipalities),
- (5) less the CL&P Metering Domain's low voltage PTF losses as estimated by ISO-NE.

The System Retail Load does not contain PTF losses.

8B. Determination of Customer Load.

For each hour and by Metering Domain, CL&P will calculate the loads of each Customer served below the 345 kV transmission system using one of the following two methods:

(1) In circumstances where the Customer has an interval recording meter, and interval data are available, CL&P will use the actual recorded meter readings and add estimated static non-PTF losses to account for losses between the PTF boundary and the Customer's end-use meter(s). These non-PTF losses will be calculated using loss factors of 2.33% for Customers located on primary distribution of CL&P's system or 5.16% for Customers located on secondary distribution of CL&P's system. These loss factors are for approximation purposes only, and are to be used exclusively for the calculation of the Customer loads. Any potential difference between these loss factors and actual hourly losses will be captured in the allocation of residual, as described below.

(2) In circumstances where Customers do not have interval recording meters or where actual hourly interval data are not available, CL&P will estimate the hourly loads of such Customers and add estimated non-PTF losses as described above. The load estimation technique will be based on load profile statistics developed for the various Customer classes and segments, and for each calendar month, and day type, based on statistical sampling of consumption patterns of Customers. The average load profiles developed will be scaled for individual Customers using a usage factor that is calculated based on the relationship between the individual Customer's usage over its prior billing

Supersedes Terms and Conditions for Electric Suppliers
 Effective February 1, 2008
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 Docket No. 07-07-01

Effective January 1, 2011*
 by Decision dated June 30, 2010
 Docket No. 09-12-05

Terms & Conditions for Electric Suppliers - 01-01-11.doc

Effective September 1, 2010**
 by Decision dated September 1, 2010
 Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only
 **September 1, 2010 – Price Changes Only (Appendix A)

period and the average Customer class segment usage estimated over the same time period.

8C. Determination of Supplier Loads.

The hourly loads of each Electric Supplier serving retail load on the CL&P system will be determined using the following process:

Each Customer will be assigned a supplier code. The Customer loads from Section 8B above will be summed, by supplier code, for each hour. For each hour, the difference between the System Retail Load and the sum of the loads from Section 8B above will constitute the "residual". The loads from Section 8B(2) above will be adjusted by the residual. The residual will be allocated proportionally to each Electric Supplier's share of the profiled loads from Section 8B(2) above.

The sum of the loads plus any residual will constitute the Electric Supplier hourly loads. The sum of the Electric Supplier hourly loads will equal the System Retail Load.

8D. Reporting of Supplier Loads for the ISO-NE Settlement Processes.

In accordance with the ISO-NE rules and procedures, as amended from time to time, CL&P will report to ISO-NE the supplier hourly loads within thirty-seven (37) hours on Business Days after the close of each day.

In accordance with the ISO-NE's rules and procedures that pertain to the resettlement processes, CL&P will submit to ISO-NE any revised hourly values for assets reflected in the ISO-NE settlement system that are used to determine the System Retail Load for each hour of each day. CL&P will also submit to ISO-NE any revised hourly energy quantities for each Electric Supplier for each resettlement process.

As wholesale electricity market changes are implemented, CL&P will comply with all such applicable market changes when determining the System Retail Load. CL&P also shall determine and report the Electric Supplier loads consistent with applicable market rules and procedures.

8E. Data Review. The process of Electric Supplier load estimation and data reporting involves statistical estimating, reporting, settlement and other activities. The

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Effective January 1, 2011*
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Docket No. 09-12-05

Terms & Conditions for Electric Suppliers - 01-01-11.doc

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Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

Company shall not be responsible for any estimating, reporting, settlement or other types of errors associated with or resulting from this process, and the Company shall not be liable to any Electric Supplier or any third party for any costs or losses that are associated with or result from any such errors. Each Electric Supplier is solely responsible for checking and ensuring the accuracy of all such data.

9. Liability

The Company shall have no liability with respect to any transaction or arrangement by or between Customers and Electric 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 Electric 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 which 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 DPUC 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, he shall furnish, install, maintain and operate the necessary apparatus at his 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

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 Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only
 **September 1, 2010 – Price Changes Only (Appendix A)

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 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.

10. Service Fees

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

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by Decision dated January 28, 2008
Docket No. 07-07-01

Effective January 1, 2011*
by Decision dated June 30, 2010
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Effective September 1, 2010**
by Decision dated September 1, 2010
Docket No. 98-01-02RE04

*January 1, 2011 – Language Changes Only

**September 1, 2010 – Price Changes Only (Appendix A)

APPENDIX A

APPROVED RATES NECESSARY TO IMPLEMENT ELECTRIC RESTRUCTURING

General Services

Customer List	per list	\$322.03
Customer Historic Interval Data	per request	\$86.09
Customer Load Analysis		Discontinued*
Customer Service	per minute	\$3.01
Customer Change of Supplier		No charge
Supplier Billing Services		No charge
Supplier Collection Services	of total monthly receivables	No charge
Supplier Initiation	one time fee	\$3,189.13

Special or Off-Cycle Meter Reading**

a.	per residential meter	\$19.93
b.	per C/I meter	\$24.04
Supplier Rate Maintenance/Error Correction	per hour	\$67.87
Non-Standard Rate Structures		To be quoted

Restructuring Related or Supplier Requested Meter Test***

a.	per NU Residential Meter	\$76.57
b.	per NU C/I Meter	\$77.99
c.	non NU meter tested at customer's location	To be quoted

Interval Data Provision

a.	One time static view-monthly interval data	\$50.00
b.	12-month fluid view-monthly interval data	\$300.00
Special Request		Mutual Agreement

Extended Metering Options

Pulse output	\$387.99
Phone AMR without pulse	\$586.91
Phone AMR with pulse output	\$717.99

*This service is now provided with the one-time static or monthly interval data option

**Limit 2 requests per supplier per week.

***For all meters removed from location for testing.

NOTE: Above charges do not include sales tax.

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