

1. General

1A. The following Terms and Conditions shall be a part of each Rate Schedule of The Connecticut Light and Power Company now or hereafter in effect except as they may be expressly modified by contract or a particular Rate Schedule, or superseded by order or regulations of the Department of Public Utility Control of the State of Connecticut.

1B. If there is a conflict between the orders or regulations of the DPUC and these Terms and Conditions, the orders or regulations of the DPUC 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.

1C. 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. A customer who returns to Standard Service as a result of an Electric Supplier default is exempt from the switching moratorium of six consecutive months for a customer who reverts to Standard Service.

2. Definitions

"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.

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

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

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"Distribution Company" or "Company" shall mean The Connecticut Light and Power Company.

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

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

"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.

"On Peak Hours" shall mean weekdays from 12:00 noon to 8:00 p.m., Eastern Standard Time. "Off Peak Hours" shall mean all other hours.

"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.

"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 Delivery Service.

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

3. Schedule of Rates

3A. Filing

The Company furnishes its various services in accordance with the applicable Terms and Conditions of the DPUC. The Company's Schedule of Rates, which includes these Terms and Conditions, is on file with the DPUC and is also open to inspection at the offices of the Company.

3B. Revision

The Schedule of Rates may be revised, amended, supplemented and otherwise changed from time to time, and such changes when effective will supersede the present Schedule of Rates.

3C. Application

The provisions of these Terms and Conditions and of the Schedule of Rates apply to everyone receiving service from the Company without regard to whether a service application has been made by the customer or accepted by the Company under Section 5 hereof. Receipt of service shall constitute the receiver a customer of the Company as the term is used in the Schedule of Rates and in these Terms and Conditions.

3D. Terms and Conditions

These Terms and Conditions shall be deemed to be a part of every contract for service entered into by the Company, and shall govern all classes of service where applicable, unless specifically modified by a provision or provisions contained in a particular rate or special written contract with a customer.

3E. Statements by Agents

No representative of the Company has authority to modify any rule, provision, or rate contained in the Schedule of Rates, or to bind the Company for any promise or representation contrary thereto. Any modification to the Schedule of Rates or any promise contrary thereto must 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 DPUC.

3F. Choice of Rate

Every customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year. The Company will provide its customers

with information upon request to aid such customers in selecting the most advantageous rate available. The Company, at the time the customer requests service, will make reasonable efforts to advise and assist the customer on the selection of the lowest rate applicable to the service supplied. The Company will also continue to make reasonable efforts to advise established customers on available rate options and the lowest rate applicable, based on account history and/or notification from the customer of significant changes in usage or equipment that may affect rate choice. The customer is responsible for accurately describing their electrical needs and equipment and updating the Company as changes occur. Upon receipt of information from the Company concerning applicable rates, selection of the rate is the responsibility of the customer. Unless specifically stated to the contrary, all rates are based on the supply of service to the Customer throughout the twelve months of the year, and changes from one rate to another will not be made for periods of less than twelve months. The Company will not be liable for any claim that service provided to any customer might have been less expensive or more advantageous to such customer if supplied under a different rate. A change in rate that is requested by the customer will not necessarily produce a retroactive billing adjustment.

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

1. Generator's station service delivery must be supplied via a Transmission Voltage connection;
2. Generator must produce power for sale at wholesale at 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 selling its net electrical output to CL&P pursuant to a DPUC-approved contract or under Rate 980;
3. Generator must be accepted as a Market Participant under ISO-NE Market Rules;
4. Generator must procure Station Service Power from an entity other than CL&P or a state-licensed competitive retail supplier (i.e., buys power from ISO-NE, or a FERC-authorized wholesale entity other than CL&P);
5. Generator must establish Station Service Load Asset in ISO-NE Settlement System to represent the station service load associated with a generator unit that is modeled in the ISO-NE settlement system.

4. Service Limitations

4A. Character of Service

The character of service which the Company will supply will be that available in the locality in which the service is to be furnished. Except as may be especially provided in a particular rate, the Company does not offer to supply service of nonstandard characteristics.

4B. Delivery Point and Metering Installation

The Company shall furnish and install, at locations it designates, one or more meters for the purpose of measuring the electricity delivered. The Company may at any time change any meter that has been 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 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 delivery points or metering installations for the Company's own convenience, or (2) if otherwise approved by the DPUC, 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 Electric Supplier request a new meter or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the meter or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or 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 within thirty (30) days of receiving a written request from the Customer or Electric Supplier. The Company shall bill the Customer or Competitive 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.

4C. Compliance with Availability

The use of the Company's service shall not be for purposes other than those covered by the Availability provision of the particular rate under which service is supplied.

4D. Residential Service

Separate dwelling units whether within the same building or in separate buildings on the same premises shall be considered as separate customers and metered individually wherever practicable. If a residence is converted to more than a single dwelling unit, or if for some other reason it is impractical in the judgment of the Company to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or general service rate.

In all multi-family dwellings connected after December 28, 1978, provisions shall be made to permit separate metering and billing of the electric energy consumed in each dwelling unit.

Notwithstanding the foregoing, master metering and billing of multi-family dwelling units shall be permitted when the units are publicly financed or subsidized, the occupants are exclusively senior citizens, electricity is not used as the primary energy source for space heating, steps are taken by the owner or manager of the units to prevent waste of electricity and to ensure that occupants are aware of their levels of consumption of electricity, records of electricity use and billings are open for public inspection and are subject to review by public authorities, and there is no rebilling of Company charges.

An assisted living facility can be served with a common electric meter for each building instead of a separate meter for each living unit, for so long as the facility complies with all of the following requirements: the facility is classified as "institutional" rather than "residential" under applicable building codes; the facility units are part of a managed care community; the facility is certified as, and maintains its status as, an assisted living facility pursuant to the Regulations of Connecticut State Agencies §19-13-D105 and General Statutes of Connecticut §19a-491; the facility has communal dining facilities that are available to the residents of the individual dwelling units and that may duplicate or supplement any individual cooking facilities; all residential and utility services provided to the residents are covered by a single comprehensive fee paid to the company managing the facility; all accounts for master metered dwelling units will be in the name of the facility management company and subject to applicable rate(s); the operator of the facility shall begin and/or continue implementation of cost-effective conservation and load management measures and programs, as determined appropriate by the Company; the operator of the facility must take steps to insure that tenants are made aware of energy conservation techniques and ways to prevent the waste of electricity; electricity is not used as the primary energy source for space heating; and the management company will provide the utility with written certification that the facility meets all of the requirements and acknowledges that continued compliance with these requirements is a condition for master metering.

4E. Refusals to Serve

The Company reserves the right to refuse to supply service to new customers or to supply additional load to any existing customer if it is unable to do so under a standard rate or if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service. The Company may refuse to supply service to loads of unusual characteristics which might affect the cost or quality of service supplied to other customers of the Company. The company may require a customer having such unusual loads to install special regulating and protective equipment in accordance with the company's specifications as a condition of service.

4F. Unmetered Service

When, in the judgment of the Company, supply of electric service on an unmetered basis is justified, billing will be rendered for estimated use in accordance with the terms of the rate applicable to the service supplied and the regulations of the DPUC. Unauthorized acceptance of unmetered service by a customer or service supplied through a meter which has been tampered with or rendered inaccurate by a customer or by any other person or entity, shall be considered unauthorized use and shall subject such customer to liability for such service on an estimated basis, in addition to any other applicable regulatory, civil, and criminal liabilities which might be imposed upon such customer.

5. Service Applications

5A. Service Applications

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

5B. Method of Application

The Company may accept oral application by a prospective Customer for service, except as noted in Section 5C, 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.

5C. Written Application

The Company may require a written application as a precedent of service from any applicant who is not currently a Customer of record, for any location where service is scheduled to be disconnected for non-payment or is currently disconnected for any reason including non-payment. The Company reserves the right to refuse service, at any location, to an applicant who is indebted to the Company for any service previously furnished to such applicant.

Applications 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 Section 16-11-105 of the Regulations of Connecticut State Agencies. 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 15 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.

5D. Service Information from Company

Upon receipt of an application from a prospective customer setting forth the location of the premises to be served, the extent of service to be required, and other pertinent information, the Company will advise the customer of the type and character of the service it will furnish, the point at which service will be delivered and the location to be provided for the Company's metering equipment.

5E. Acceptance of Application or Contract

If an application for service is accepted by the Company's duly authorized agent, or if service is supplied according to the provisions of such application or pursuant to contract either without modification or with supplemental agreement, it shall constitute an agreement between the customer and the Company for the supply of service.

5F. Special Contracts

In the event that the service desired by a customer is not available under any standard rate of the Company, such service (including auxiliary or parallel operation service, service for abnormally large or fluctuating loads, and other types of service under unusual circumstances) may be obtained, in the sole discretion of the Company, through special contract with the Company to the extent permitted under applicable Terms and

Conditions and provided that no discrimination against other customers would result thereby. All such special contracts are subject to review and approval of the DPUC.

5G. Unauthorized Use

The use of service without notice to the Company to enable it to read its meter on the user's premises will render the user liable for any amount due for service supplied to the premises since the last reading of the meter, whether or not such reading may precede the said user's occupancy, as shown on the Company's books. Whenever any service has been obtained at any premises on an unmetered basis or any unauthorized service has been obtained at any such premises or for any other reason service has been provided to such premises to persons unknown or for which payment has not been made due to a question of customer identity, the owner of record of such premises shall be liable therefore to the Company.

6. Billing

6A. Billing Period

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-eight (38) days, billing will be prorated by the Company to reflect a thirty (30)-day billing period.

6B. Payment for Service

All bills for electric service, repairs to customer appliances, and other services or facilities furnished by the Company to the customer shall be due and payable upon the mailing date. Payment may be made at any authorized collector or licensed money transmitter, electronically via the Automated Clearing House or credit card networks, or mailed to the Company at the address specified on the bill. Payments shall be applied in compliance with Section 16-245d-1 of the Regulations of Connecticut State Agencies.

6C. Returned Check Fee

The Company may assess a returned check fee pursuant to Section 14, 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.

6D. Final Bill

Each Customer shall be liable for service taken until such time as the Customer requests termination of Delivery 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. In the event that the Customer of Record hinders the Company's access to the meter or fails to give notice of termination of Delivery 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.

6E. Reconnection Charge

The company may assess a reconnection charge pursuant to Section 14 below, to customers normally taking service under an all-year-round rate if the meter is disconnected and reconnected within twelve months.

6F. Security Deposits

The Company may require a customer to remit a security deposit. Commercial/ Industrial customers with a timely bill paying history will not be assessed a security deposit.

6G. Increase or Decrease in Rate

In the case of any increase or decrease in the applicable rate to any customer authorized by the DPUC, the effective date of said increase or decrease shall be reflected in bills on a prorated basis to the effective date using meter readings made after said effective date.

6H. Late Payment Charge

For accounts of the State of any political subdivision thereof, the balance of each monthly bill that has been unpaid for 60 days shall be subject to a late payment charge of 1.0 percent of such unpaid balance, including prior late payment charges.

For all other accounts, any balance that appeared on a bill having a Statement Date at least 28 days earlier than the current Statement Date shall be subject to a late payment charge. The late payment charge shall be 1.0 percent of the unpaid balance, including prior late payment charges. No late payment charge shall be applied if full payment is received by the Company or one of its payment agencies at least three working days before the next scheduled Statement Date for the account. No late payment charge

shall be applied to balances of residential customers who are hardship cases, or to so much of any balance as is disputed by a customer, or to a balance that is subject to an active amortization agreement, pursuant to the provisions of Section 16-3-100 of the Regulations of Connecticut State Agencies. If the DPUC determines, or the customer agrees, that a disputed balance is owed, that balance shall be due and payable, without a late payment charge, upon mailing of the next regularly scheduled bill. Thereafter, the foregoing provisions shall apply to that balance unless an amortization agreement, pursuant to Section 16-3-100 of the Regulations of Connecticut State Agencies, has been reached on the formerly disputed balance.

6I. 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 Standard Service or Last Resort 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.

6J. Demand Charge Waiver for Fuel Cell Operators

Demand charges for an operator of a fuel cell in which a loss of power due to an interruption of distribution service or fuel cell unit shutdown occurring in the off-peak hours will be reviewed on a case by case basis, and billing adjustments will be made as appropriate.

The Company will rely on information and communications from the customer describing and supporting a claim for waiver of a demand charge, and on meter and other technical data associated with both the fuel cell and the Company's distribution service location in order to qualify and quantify a charge amount to be waived. The charge waived shall not exceed the amount resulting from the problem or shutdown.

7. Metering

7A. Actual Meter Readings: Estimates

The Company shall attempt to make an actual meter reading every billing period. If the Company is unable to read the meter when scheduled 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.

7B. Optional Customer Meter Readings

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

7C. 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, DPUC regulations, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

7D. Diversion and Meter Tampering

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

8. Termination of Service

8A. Grounds for Termination

The Company may discontinue Delivery 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 DPUC or as otherwise permitted by applicable rules and regulations. The Company may also discontinue Delivery Service and remove its equipment from the Customer's premises in case of violation of any applicable statutes, local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge pursuant to Section 14 below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

8B. Termination for Unsafe Installation

The Company reserves the right to disconnect its Delivery 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. Delivery 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 Delivery 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.

9. Supply and Use of Service

9A. Quality of Service

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 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 service or any change in characteristics of service, regardless of the cause of such interruption or change.

9B. Temporary Service.

Temporary service is available to any customer who can be served from the Company's existing lines or facilities. For such temporary service the customer shall pay the total cost of connecting and disconnecting the service, including the cost of installation and removal of any poles, wires, transformers, meter equipment or other facilities that may be necessary. Service will be billed under any regular rate applicable to the type of service supplied. The Company may require an advance payment covering the estimated cost of installation and disconnection or the use of service or both.

9C. Suspension of Service for Repairs

The Company reserves the right to curtail or temporarily interrupt from time to time the customer's service in order that repairs, replacements or changes may be made in the Company's facilities either on or off the customer's premises. The customer will normally be notified in advance to the extent practicable except in cases of emergency. Nothing in this Section shall be deemed to require the Company to make such repairs, replacements or changes at times other than the Company's normal business hours.

9D. Resale of Service

Any service rendered is furnished by the Company to the customer for the purpose and class of service specified, and such service shall not be resold to others or used for other purposes. This rule does not apply to duly authorized public utility companies which purchase service from the Company at wholesale.

9E. Resupply of Service

When service is resupplied to others by a retail customer of the Company, each building or premises will be considered as a separate customer, and the service will be furnished to the tenants as an incident to tenancy with the cost included as an integral part of the rent. The same rule shall apply to the greatest extents possible in the case of service supplied to any condominiums or homeowner's association, where the cost of such service shall be incidental to the association's fee to its members. Resupply of service will require prior written consent of the Company.

10. Customer's Installation

10A. Suitability of Apparatus

All of the customer's apparatus shall be suitable for compatible operation with the service supplied by the Company, and the customer shall not use the service supplied for any purpose or with any apparatus which would cause a disturbance on the lines, drains or system of the Company sufficient to impair or render unsafe the service supplied by the Company to its other customers. The customer shall be liable for any damage resulting to the Company's apparatus or facilities or to other customers caused by failure to comply with any provision of this Section.

Where the customer has apparatus for the generation of electric energy, his wiring must be so arranged as to make it impossible, by the closing of switches or otherwise, to connect such apparatus with the Company's service unless such wiring arrangements have been approved in writing by the Company.

10B. Compliance with Ordinances

Before the Company will furnish service, the customer shall comply with all applicable ordinances, codes and requirements of Federal, State, or Municipal bodies and may be required to furnish to the Company satisfactory evidence of such compliance.

10C. Statement of Installer

Where the Municipal authorities issue no inspection certificate, the Company may require a written statement from the installer of the wiring or piping or other similar facilities that the same are suitable and proper for the safe and satisfactory reception and use of the service to be furnished and are in accordance with applicable building and safety codes.

10D. Responsibility of Customer

In all cases the customer is responsible for maintaining facilities, wiring and appliances that are suitable and proper for the safe and satisfactory reception and use of the service provided and shall indemnify the Company and hold it harmless from damage, losses and expenses including reasonable attorney's fees. Any effort of the Company to promote this condition is merely assistance rendered to the customer and shall not be deemed an assumption of liability on the part of the Company.

All apparatus or facilities provided by the Company to supply service shall remain its sole property whether or not affixed to the customer's property, and shall be returned by the customer in the condition received, ordinary wear and tear excepted. Any damages caused by the customer to the Company's property (including damage occurring as a result of the customer's failure to take reasonable precautions to protect such property from damage) shall be paid by the customer.

10E. Changes in Customer's Conditions or Installation

The customer shall give advance notice to the Company of any proposed change in the customer's load or other conditions of use or of any change of purpose or location of his installation. Such change in the customer's service conditions or installation shall not be made until such notice has been given and permission has been received from the Company. Failure to give notice of such changes shall render the customer liable for any damages or losses suffered by the Company as a result thereof caused by the Customer's dereliction of this responsibility.

10F. Delivery Service from Outside Service Territory.

A Customer may not receive Delivery 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.

11. Company's Service Installation

11A. Rights of Way

The Company shall not be required to extend its facilities for the purpose of rendering service until it has satisfactory rights of way or easements to permit the installation, operation and maintenance of its facilities. The customer, without expense to the Company, shall grant or secure for the Company such rights of way or easements whether across property controlled by the customer or by others.

11B. Rights of Customer's Premises

In accepting service the customer shall thereby agree to furnish the Company, without charge, a suitable location for all of the property and equipment of the Company necessary in furnishing such service.

11C. Interference with Company Property

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

11D. 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.

11E. Changes in Location

If the Company places its overhead wires underground or changes the location of any of its service facilities, it may require that such changes as may be necessary in the customer's portion of the service connection or which may directly or indirectly benefit the customer be made at the expense of the customer.

12. Guidelines For Generating Facility Interconnection to Company Distribution or Transmission System

Determination of FERC Qualifying Status for Co-Generation And Small Power Production Facilities

12 A. Generating Facility Interconnection Guidelines For Parallel Operation

A generating facility is any device producing electrical energy which can range in size from a small, residential photovoltaic solar installation to a large commercial generating facility. Net Metering, qualification for the Company's power purchase rate, or the delivery of electrical energy to the Company's Distribution or Transmission System requires compliance with The Connecticut Light And Power Company's Guidelines For Generator Interconnection, as approved by the Connecticut Department of Public Utility Control. The Guidelines are available at www.CL-P.com/companyinfo/interconnection. The Guidelines provide information on:

- Application Process and Instructions
- Processing Time Lines
- Feasibility, Impact, and Facility Study Process
- Fees and Expenses
- Liability Insurance
- Technical Requirements
- Study Requirements
- Metering
- Testing
- Interconnection Agreement(s)

12. B Determination of FERC Qualifying Status ("QF")

A Qualifying Facility ("QF") is a generation facility that has received certification as a Qualifying Facility from the Federal Energy Regulatory Commission in accordance with the Federal Power Act, as amended by the 1978 Public Utilities Regulatory Policies Act ("PURPA"). The standards for a QF are defined in Title 18, Code of Federal Regulations, Part 292 Subpart A – General Provisions and Subpart B – Qualifying Cogeneration and Small Power Production Facilities.

In situations where the Company requires verification of QF certification, the Customer is responsible for providing Commission Certification documentation of a Federal Energy

Regulatory Commission Order granting an application for certification of a facility as a Qualifying Facility. Documentation of Self-Certification requires a copy of the notice of self-certification with a FERC assigned QF docket number.

13. Liability of the Company

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.

14. Schedule of Charges

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.

APPENDIX A
SERVICE CHARGES

General Services

| | |
|--|---|
| Returned Check Charge | \$22.00 per returned check |
| Reconnection at the meter (for non-payment or seasonal reconnection) | \$35.00 |
| Reconnection at pole (for non-payment) | \$60.00 |
| Late Payment Fee | 1.0% applied to delinquent balance |
| 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 |
| Customer Historic Interval Data | \$86.09 |
| 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 |
| Telemetry | Installation Only (see Extended Metering Options) |
| Load Pulse Outputs | Installation Only (see Extended Metering Options) |
| Special Request | Mutual Agreement |
| Extended Metering Options | |
| Pulse output | \$387.99 |
| Phone AMR without pulse | \$586.91 |
| Phone AMR with pulse output | \$717.99 |

*For all meters removed from location for testing

NOTE: Above charges do not include sales tax.

Supersedes Terms and Conditions for Delivery Service
Effective February 1, 2008
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