FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

F. Limitation of Liability

The Company shall not in any event except that of its own gross negligence or willful acts, be liable to any party for any direct, consequential, indirect or special damages, whether arising in tort, contract or otherwise, by reason of any services performed or undertaken to be performed, or a actions taken by the Company, or its agents or employees, under the Schedule of Rates or in accordance with or required by law, including, without limitation, termination of the Customer's service.

10. Schedule of Charges

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

11. Line Extension Policy

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

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX A
SCHEDULE OF FEES AND CHARGES FOR DISTRIBUTION SERVICE *

Section		
II.5D	Interest on Past Due Non-Residential Accounts:	The late payment interest rate shall be at a rate no higher than the rate paid on two-year United States Treasury Notes for the preceding 12 months ending December 31 of any year, plus 10 percent, (i.e. 1000 basis points, or as otherwise determined by 220 C.M.R. § 26.10).
II.5K	Returned Check Fee:	$15.00 per returned check
II.6A	Account Restoration Charge:	$15.00 per restoration for nonpayment of bill

* All charges applicable to all rates unless noted and subject to change with Department approval. Additional charges may be filed as the Department's decisions in Docket No. D.P.U./D.T.E. 97-65 regarding fees and charges associated with retail access.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY

The following is a partial statement of the company's Policy, a complete copy of which will be provided at no charge upon request.

A. Residential

1. When a new service is required on a private way, the Company will provide one pole and one section of wire or one service drop. The Customer pays for anything in excess of this material in advance of any construction, in accordance with a Schedule of Charges, updated from time to time by the Company, for the average cost of similar service installations.

2. Any extension of electric lines on public (or future public ways) will be treated on the basis that this investment will have to meet the Company's rate of return criteria. In cases where this criteria is not met, then the Customer (developer) will have to make up the capital deficiency to bring up the rate of return to the acceptable level. When more than one customer will be served, the deficiency will be divided proportionately among the customers to be served by the extension. This capital deficiency will be paid in advance of any construction and will be non-returnable.

The Company will have the option to request the cost of the total project in advance and refund that portion of the cost, which based on the revenue performance of the project (less fuel cost), meets rate or return criteria.

Any returnable money held by the Company will be deemed in use for construction and will not bear interest.

B. Commercial and Industrial

1. When a new single or three phase service is required on private ways, the Company will provide one pole and one section of wire or one service drop. The Customer pays for anything in excess of this material in advance of construction, in accordance with a Schedule of Charges, updated from time to time by the Company, for the average cost of similar service installations.

2. Any extension of three phase or single phase lines will be treated in the same manner as for Residential.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY (continued)

Any returnable money held by the Company will be deemed in use for construction and will not bear interest.

C. Underground

1. The Company will provide underground electric service upon request subject to the following conditions and requirements:

a. Availability of necessary cable, transformers and other material.

b. Approval of all permits and licenses by governing authorities.

c. Easements for Company facilities which traverse private properties obtained by the Customer in a form acceptable to the Company.

d. Work which is Customer's area of responsibility for the proposed facility done in accordance with specifications of the Company and any others having jurisdiction.

e. All Customer work inspected and approved by the Company, and any deficiencies found during inspections corrected by the Customer.

f. Signing by the Customer of all necessary applications and agreements before any construction is started.

g. The Ownership of any portion of the Customer's facilities which passes over or under a public way having been deeded or transferred to the Company; maintenance of these facilities shall be at the Company's expense.

2. In general, the Company will be responsible for connecting the underground facilities to the Company's system, for installing all meters and associated wiring and equipment and, in case of single family residential customers, for a maximum of 150 feet of cable or, in case of residential development or multiple occupancy dwelling, for a maximum of 120 feet of cable for each house.

3. The Customer will be responsible for all other construction including trenching and land-filling, provision of conduit, provision of cable beyond the allowances specified above, all additional fixtures, pads, vaults, handholds, enclosures, etc. that may be required, and all restoration and resurfacing work required on public ways and private property.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY (continued)

4. In cases where the service will be provided from the Company's existing underground network system, the Company will assume responsibility for all construction from the Company's system to a point 2 feet beyond the Customer's property line and the Customerwill assume responsibility for all construction other than metering, but including cable, on private property.

5. Each request for underground service will be calculated by the Company to determine if the required Company investment meets the Company's long-term rate of return criteria. In cases where this criteria is not met, then the customer (developer) will have to make up the capital deficiency in advance to bring up the rate of return to the acceptable level. The Company will have the option to request the cost of the total project and return that portion of the cost which meets rate of return criteria. Any returnable money held by the Company will be deemed in use for construction and will not bear interest.