

## The United Illuminating Company

### Terms and Conditions

The following Terms and Conditions are a part of all rates, where not inconsistent with such rates, and observance of them by the Customer is a condition necessary for initial and continuing supply of electricity by The United Illuminating (“Company”). It is not intended that these Terms and Conditions include all necessary requirements for electric service. These Terms and Conditions, and each of the Company’s rates and service contracts, are subject to the jurisdiction of the Connecticut Department of Public Utility Control and may, with its approval, be revised, amended or supplemented from time to time pursuant to the General Statutes of Connecticut, revision of 1958, as amended. Each such revision, amendment, or supplement shall, on its effective date, become applicable to all Customers receiving service under such rate or service contract, as the case may be.

#### 1. Definitions; References

a. "Customer" means any person, partnership, firm, company, corporation, municipality, cooperative, organization, governmental agency or any other entity or similar organization furnished electric service by the Company.

b. “Customer’s Premises” means only those facilities operated as a single enterprise under a single name, at a single location capable of accepting delivery at a single point. A Customer’s Premises may include properties separated by a public street only where such Customer has legally extended his electric service across such street, with the Company’s consent, and in conformance with the Company’s construction specifications, regulations adopted by the DPUC (Sections 16-11-100 through 16-11-152 of Regulations of Connecticut State Agencies, as such may be amended from time to time), the National Electrical Code, the National Electrical Safety Code, and the regulations of any state or local agency with jurisdiction with respect to such facilities. Where it is feasible for the Company to deliver separate service to a non-residential building, or any separately wired section of a non-residential building, the Company may, at the option of the Customer, deliver service at more than one point, and each such building or separately wired section will be treated as an additional “Customer’s Premises.”

c. “DPUC” means the Connecticut Department of Public Utility Control.

d. “Fifteen Minute Peak” means the average rate of delivery of electricity during the fifteen minute period of greatest use during the month.

e. "Temporary Service" means service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service.

## **2. Billing**

a. **Billing Period.** The standard billing period is thirty (30) days. Billings less than twenty-six (26) days or more than thirty-five (35) days will be pro-rated by the Company to reflect a thirty (30) day billing period.

### **b. Charges and Late Fees**

(i) All bills shall be due and payable upon presentation. The Company will charge for each returned check as set forth in Appendix A.

(ii) Bills for non-residential Customers not fully paid within 28 days after mailing shall be subject to interest on the unpaid balance at the rate of 1¼% per month from the mailing date of the bill to the date payment is received at the Company's offices or at authorized collection agencies. Bills for the state and any political subdivision thereof shall not be subject to this charge for the first 60 days following the due date of such bill. The United States Postal Service is not an authorized agent for the purposes of receiving payment of Customers' bills.

(iii) Bills for residential Customers not fully paid within 28 days after mailing shall be subject to interest on the unpaid balance at the rate of 1¼% per month from the mailing date of the bill to the date payment is received at the Company's offices or at authorized collection agencies. The United States Postal Service is not an authorized agent for the purposes of receiving payment of Customers' bills.

(iv) The Company shall assess reconnection charges for restoration of service after discontinuance for failure to pay any bill due to the Company or any other reason as set forth in Appendix A.

c. **Estimated Bills.** Where in the Company's opinion the use of service is uniform, by mutual agreement bills may be computed on the basis of estimated consumption, pursuant to a tariff for unmetered service.

d. **Disconnection.** The Company shall have the right, in accordance with applicable statutes and regulations of the DPUC, to discontinue its service on due notice and to remove its property from the Customer's Premises in the event the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company.

e. **Service Application.** Application for service in a new location, by a person who is or has been a Customer at another location, will be accepted only when all bills for the same class of service to such Customer at any location have been paid or, in the case of Residential Customers, arrangements satisfactory to the Company for payment of such bills have been made.

f. **Security Deposit.** The Company may, in accordance with applicable statutes and regulations of the DPUC, require a cash deposit as security for prompt payment of the Customer's indebtedness to the Company, provided that such deposit shall be returned after twelve consecutive months of prompt payment. The Company will pay interest upon any such cash deposit at a rate calculated in accordance with Section 16-262j of the Connecticut General Statutes.

g. **Taxes.** The Company shall collect all sales and other taxes. The Customer will be responsible for requesting an exemption from collection of the tax by filing the appropriate documents with the Company.

### 3. Service Limitations

a. **Apartments.** Where two or more individual apartments are metered through a single meter, the applicable Residential rate will be applied by multiplying the Basic Service Charge for that rate by the number of such individual apartments; provided, however, that in the case of a new apartment building, the number of individual apartments may be reduced, during an initial six month period, by the number of apartments, as of the end of each billing period, that have never been occupied. For this purpose, areas with separate permanent cooking facilities in regular use will be considered as individual apartments.

b. **Delivery Point.** All requirements for a single class of service on a Customer's Premises will be delivered at a single point except in accordance with Section 1(b) of these Terms and Conditions. Each point of delivery will be billed as a separate Customer. Bills will be computed on the basis of readings of the Company's single metering installation. Where separate delivery and metering of single- and three-phase service to a Customer's Premises exists before April 1, 1983, and all such service is capable of delivery through a single meter if the Customer combined his service entrance equipment, the demand and energy readings of one single-phase meter and of one three-phase meter will continue to be combined.

c. **Interpretation.** Wherever reference is made in these Terms and Conditions to electricity delivered or a payment to be made "each month" or "per month," it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made for such period, or, in the case of an estimated bill, it shall mean the electricity estimated to have been delivered in the monthly period, based upon previous average use, or the payment to be made for such period.

d. **Choice of Rate.** The selection of a Customer's rate is the responsibility of the Customer. The Company makes no guarantee that the rate under which the Customer

purchases electric service is the most economic or most appropriate rate for the Customer. A customer may request that the Company provide it with assistance in evaluating if a tariff other than the customer's existing tariff would be the most beneficial rate for such customer and, upon such request, the Company will provide such assistance. The Company will provide each customer with a peak demand of 500 kW or more with an annual rate analysis to assist such customer in determining if another tariff would be more appropriate for such customer.

The Customer may, upon request to the Company, change from the rate under which he is purchasing electric service to any other rate for which the Customer is eligible; provided that such change shall not (i) be retroactive and shall not reduce, eliminate or modify the amount due the Company from the Customer for service received prior to the change of rate, (ii) reduce, eliminate, or modify any contract period, provision, or guarantee made in respect of any line extension or other special condition, or, (iii) without the Company's consent, cause electric service to be billed on any rate for a period less than that specified in such rate. Notwithstanding anything to the contrary contained herein, a Customer having changed from one rate to another may not again change within twelve months without the Company's consent.

e. Partial Requirements. The Company shall not be required to supply service to an establishment which obtains part or all of its electrical energy requirements from a source other than the Company except under a rate specifically available for such service or subject to a reasonable guarantee in respect to payment for such service.

f. Resale. The Company will not supply service to a Customer whose wiring is designed for resale of electricity through sub-metering, unless such sub-metering is in compliance with regulations of the DPUC.

g. Customers can elect to receive electric generation services from a licensed Connecticut retail electric supplier instead of receiving electric generation services under the Company's standard service or last resort service rates, as applicable. Customers who elect to receive electric generation services from a licensed Connecticut retail electric supplier but later return to the Company's standard service or last resort service, as applicable, will be subject to the then-current rules established via Connecticut legislation or the DPUC regarding any moratorium periods for switching off of the Company's standard or last resort service.

#### 4. Installation of Equipment at Customer's Premises

a. Service and Meter Switch. The Customer shall furnish and install upon its Premises such service and meter switch or circuit breaker and appropriate protective relaying as shall conform with specifications issued from time to time by the Company, and the Company may seal such service and meter switch, and adjust, set and seal such circuit

breaker and relays. These seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

b. **Additional Customer Requirements.** The Customer shall furnish, free of cost to the Company, upon its Premises the necessary space and provide, in conformity with the Company's specifications and subject to its approval, suitable foundations, supports, housing, equipment replacement access, equipment ventilation, grounding, wiring, conduit, and fittings for any transformers, switching arrangements, meters, and other apparatus required in connection with the supply of electricity.

c. **Overhead Wires.** One span of overhead wires will be installed at the Company's expense between the overhead wires in the street and the Customer's service entrance wires.

d. **Additional Poles and Wires.** Upon the Customer's request, and subject to Company approval, additional poles and wires will be furnished and installed on private property, in conformance with Company specifications, The additional poles and wires must be paid for by the Customer. The Company will assume ownership and maintenance of such additional poles and service wires on private property if given written permission by the owner of the property.

e. **Underground Connections.** A Customer's Premises may be connected to the Company's aerial distribution wires through an underground connection upon Customer's request and payment by the Customer of the total cost of the underground connection including the necessary standpipe. Such underground connection and standpipe shall be and remain the property of the Customer.

f. **Compliance with Laws.** The Customer's wiring, conduit, apparatus and equipment shall, at all times, conform to the requirements of all applicable agencies, authorities, rules or regulations and to those of the Company, and the Customer shall keep such wiring, conduit, apparatus and equipment in proper repair.

g. **Access Limitations.** The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with the same, and shall provide for their safe keeping. In case of loss of or damage to any property of the Company in the custody of the Customer, the Customer shall reimburse the Company for such loss or damage.

h. **Minimum Annual Payment.** The Company may require a Customer to guarantee a minimum annual payment for a term of years whenever the estimated expenditures for the equipment necessary to supply electricity to the Customer's Premises shall be of such an amount that the income to be derived from service at the applicable rates will, in the opinion of the Company, be insufficient to warrant such expenditures.

## 5. Company Access to Premises; Permits

The Company shall have the right of access, subject to any reasonable regulations of the Customer, to the Customer's Premises at all reasonable times for the purpose of determining the quantity of electricity consumed or delivered, or to examine or remove the Company's meters, wires, devices and other facilities for supplying, controlling, or regulating the supply of electricity.

The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates necessary to give the Company or its agents access to the Customer's equipment and to enable its conductors to be connected.

## 6. Company Liability

The Company shall not in any way be liable with respect to any interruptions, discontinuances or reversal of its service due to causes beyond its control, whether accident, labor difficulties, condition of fuel supply, the action of any public authority or inability for any other reason beyond the Company's control to maintain uninterrupted and continuous service.

The Company shall not be liable for injury or damage resulting from the use of electricity or from the presence of the Company's appliances or equipment on the Customer's Premises, except in the case of the Company's negligence.

The Company shall not be liable in any respect for interruption, discontinuance, variance or reduction of its service when the Company considers such interruption, discontinuance, variance or reduction necessary to prevent injury to persons or damage to property, to permit the Company to repair, change or improve its facilities, or to maintain the electrical integrity of the interconnected generation - transmission system of which the Company's facilities are a part.

## 7. Temporary Service

Temporary Service will be supplied only if the Customer agrees to make such specific payment or payments, in addition to the payments for electricity at the regular rates, as may be reasonable and just in each case.

## 8. Metering

a. Meter Equipment. The metering equipment will be furnished by the Company and installed at a location designated by the Company. The Company will retain ownership of

the metering equipment and at any time may change its meter or may change the location of its meter or may change from an indoor to an outdoor metering installation.

b. Meter Testing. In accordance with regulations of the DPUC, upon written request of a Customer, the Company shall make a test of the accuracy of the meter in use at the Customer's Premises, provided the meter has not been verified by the Company or by the DPUC within a period of one year previous to such request, and provided the Customer agrees to abide by the results of such test. If a Customer requests that the meter on its Premises be tested notwithstanding the fact that its meter had been tested within a period of one year previous to such request, the Company shall assess such Customer the meter testing charge set forth in Appendix A, if the meter is tested and found to be accurate.

c. Assisted Living Facilities. Assisted living facilities classified as "institutional" rather than "residential" under the State Building Code that provide housing and services and regularly provide centralized food services can be provided with a common electric meter for each building instead of separate metering for each living unit. These facilities must comply with the requirements stated in Section III C.2. of the DPUC's decision in Docket No. 97-11-14.

## 9. Transformers

When the Company furnishes transformers:

- (i) Such transformers will be limited to its standard distribution types and sizes.
- (ii) The Company's transformers must, at all times, be at an accessible location.
- (iii) The Company reserves the right to designate the appropriate size and number of transformers at a given location.

## 10. Demand and Load Management

a. Fifteen-Minute Peak. Under ordinary load conditions demand will be based upon the Customer's Fifteen Minute Peak. In the case of extremely fluctuating loads or other special condition where the Fifteen Minute Peak would not equitably compensate the Company, the demand will be based upon the peak for a shorter period than fifteen minutes.

### b. Billing Demand Adjustments

- (i) In the event that a Customer, due to the installation of load management equipment or energy efficiency improvements or permanent changes in operations or usage patterns which support conservation and load management, does not

experience full applicable rate savings because of a higher demand registered during the time period prior to the installation of the equipment or improvements, such Customer will receive a billing demand adjustment.

(ii) In the event that a Customer, due to the use of load management equipment or energy efficiency improvements or permanent changes in operations or usage patterns which support conservation and load management, experiences an extraordinary load condition resulting in a new billing demand, but having no significant impact on the Company's peak demand, such Customer will receive a billing demand adjustment as set forth below. Examples of the types of operating conditions or situations which may create an extraordinary load condition qualifying for such adjustment include:

- A Customer registers a new billing demand during the initial start-up of a system as a result, for example, of equipment or installation problems, or testing.
- A Customer and the Company mutually agree to a prearranged scheduled time period, which does not coincide with a period in which the Company requests load reductions, for the Customer to perform maintenance which results in the system operating in such a manner as to cause a new billing demand.
- A Customer, despite maintaining its system in good operating condition, experiences a new billing demand due to an unexpected failure of a system component.

(iii) In the event that operating conditions are repeated or are due to a Customer's mismanagement or improper equipment maintenance, the Customer will not qualify for a billing demand adjustment.

(iv) A Customer's request for a billing demand adjustment and the reason(s) therefore shall be submitted to the Company, and the Company must approve a Customer's request for the billing demand adjustment to be effective. Any approved billing demand adjustment shall be made to the Customer's bill within sixty (60) days of such approval.

c. Certain Customer Equipment. Equipment having inherently low power factor or intermittent or fluctuating demands shall not be operated by the Customer unless appropriate facilities shall have been installed by the Customer to correct any adverse effect from the operation of such equipment upon the Company's service to other Customers.

Effective: April 1, 2007

Effective April 1, 2007  
Decision dated December 19, 2006  
Docket Nos. 05-06-04RE02  
03-07-15RE03  
06-11-05

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