

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 ("Company"). It is not intended that these Terms and Conditions include all necessary requirements for Delivery Service. These Terms and Conditions, and each of the Company's rates and service contracts, are subject to the jurisdiction of the Public Utilities Regulatory Authority ("PURA") and may, with its approval, be revised, amended or supplemented from time to time pursuant to the General Statutes of Connecticut. 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. "All Requirements Service" shall mean the provision of energy and all ancillary services, as may be required from time to time from the New England Control Area, to a Customer.
- b. "Customer(s)" shall mean any person, partnership, firm, company, corporation, municipality, cooperative, organization, governmental agency or any other entity or similar organization furnished Delivery Service by the Company at a Customer's Premise.
- c. "Customer's Premise(s)" shall mean a facility operated as a single enterprise under a single name, at a single location capable of accepting retail, end use Delivery Service at a single point. A Customer's Premise may include properties separated by a public street only where such Customer has legally extended its electric service across such street, with the Company's consent, and in conformance with the Company's construction specifications and Guidebook of Requirements for Electric Service, regulations adopted by the PURA (Sections 16-11-100 through 16-11-152 of the 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 Premise.

- d. "Delivery Service" shall mean the delivery of retail end use electricity to Customers by the Company.
- e. "Electric Supplier" shall be as defined in Section 16-1 of the Connecticut General Statutes.
- f. "Fifteen Minute Peak" shall mean the average rate of delivery of electricity during the fifteen minute period of greatest use during the Month.
- g. "Generation Service" shall mean the sale of All Requirements Service to a Customer by an Electric Supplier or the Company.
- h. "Last Resort Service" shall mean the service provided by the Company pursuant to Public Act 03-135, as amended by Public Act 03-221, and as amended from time to time, and to be effective on and after January 1, 2007.
- i. "Month" or "Monthly" 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.
- j. "Primary Metering" shall mean the measurement of electric usage for billing purposes measured at distribution voltage.
- k. "PURA" shall mean the Connecticut Public Utilities Regulatory Authority, or any successor agency.
- l. "Regulations" shall mean the Regulations of the Connecticut State Agencies.
- m. "Secondary Metering" shall mean the measurement of electric usage for billing purposes measured at a voltage lower than distribution voltage.
- n. "Standard Service" shall mean the Delivery Service provided by the Company pursuant to Public Act 03-135, as amended by Public Act 03-221, and as amended from time to time, and to be effective on and after January 1, 2007.
- o. "Statement Date" shall mean the date the customer bill was mailed by U.S. Mail or otherwise delivered by electronic or other means.
- p. "Statutes" shall mean the Connecticut General Statutes.
- q. "Temporary Service" shall mean Delivery Service which is not expected to 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 the Statement Date. The Company will charge for each non-sufficient funds receipt as set forth in Appendix A.

(ii) Bills for non-residential Customers not fully paid within twenty-eight (28) days after the Statement Date shall be subject to interest on the unpaid balance at the rate of 1¼ percent per month from the Statement 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) Payments shall be applied in accordance with Section 16-245d-1 of the Regulations.

(iv) Bills for residential Customers not fully paid within 28 days after Statement Date shall be subject to interest on the unpaid balance at the rate of 1¼ percent per month from the Statement 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.

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

c. **Unmetered Service.** The Company may determine, in its sole discretion, to authorize an unmetered service where Delivery Service is uniform and the bills may be computed on an estimated consumption basis and such unmetered service will be billed pursuant to the applicable tariff. Unauthorized unmetered service or service through a meter that has been tampered with or rendered inaccurate by the Customer or by any other person or entity, shall be considered unauthorized and be subject to liability for such service on an estimated basis in addition to any other applicable regulatory, civil, and criminal liabilities which may be imposed upon such Customer or other person or entity.

d. **Disconnection.** The Company shall have the right, in accordance with applicable Statutes and Regulations, to discontinue its Delivery 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 Delivery Service, or fails to perform any of its obligations to the Company including providing reasonable access to the Company's equipment.

e. **Service Application.** Application for Delivery Service by a Customer will be accepted only when all bills for that Customer for the same class of service to such Customer at any prior or present Customer's Premise have been paid or, in the case of residential Customers, arrangements satisfactory to the Company for payment of such bills have been made. The Company may accept an application over the phone by a prospective Customer for Delivery Service in accordance with all applicable laws, Statutes and Regulations. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided and to deny Delivery Service if the veracity of the information cannot be verified.

f. **Final Bill.** Each Customer shall be responsible for all charges associated with Delivery Service or other service(s) provided by the Company until such time as the Customer requests termination of such Delivery Service or service(s) and the Company either (1) obtains a final meter reading, or (2) in the case of an unmetered service, prorates the consumption as necessary. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. The date of the final meter reading (or pro-ratable consumption, as applicable) shall be determined by the Company. When possible, the Company will use commercially reasonable efforts to coordinate final meter reads (or pro-rating of consumption, as the case may be) with Customer requests for specific termination dates. In the event that the Company's access to the meter is hindered or the Customer fails to give notice of termination of service(s) to the Company, the Customer of record shall continue to be responsible for all charges associated with the service(s) provided until such time as the Company either ceases to provide service to the applicable service location or a new party establishes service as a Customer of the Company at such service location. The Customer shall be responsible for all costs incurred by the Company if the Customer prevents access to the Company's equipment.

g. **Security Deposit.** The Company may, in accordance with applicable Statutes and Regulations, require a cash deposit as security for 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 Statutes.

h. **Taxes.** The Company shall collect all sales and other taxes as may be required by all federal, state and local taxing authorities. Customers eligible for tax exemptions are responsible for requesting an exemption and filing all appropriate documentation with the Company.

3. Service Limitations

a. Multi-unit dwellings. All new multi-unit dwellings must have individual meters per individual dwelling unit. Existing multi dwelling units that are not individually metered must conform to all federal regulations, Statutes and Regulations, and Company standards (See Section 3.f Sub-Metering and Section 3.g Master Metering) for multi-unit dwellings when the electrical service is modified, changed or updated.

b. Delivery point of single-phase and three-phase service to a Customer's Premise existing prior to April 1, 1983. Any Customer's Premise with a separate single-phase meter and three-phase meter that existed prior to April 1, 1983, shall be considered a Customer's Premise as defined under the Terms and Conditions, and its Delivery Service, demand and energy readings of the single-phase and three-phase meters will be combined for billing purposes.

c. Choice of Rate. The selection of a Customer's rate is the responsibility of the Customer. The Company makes no guarantee that the rate is the most economic or most appropriate rate for the Customer. A Customer may request that the Company provide assistance in evaluating its choice of rate. However, the Company makes no representations that the rate will guarantee savings or future savings. 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. Choice of rate by the Customer is subject to Statutes and Regulations.

d. The Customer may, upon request to the Company, change from the rate under which it is purchasing Delivery 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 Delivery 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 Delivery 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 Delivery Service or subject to a reasonable guarantee in respect to payment for such Delivery Service.

f. Sub-Metering. The Company will not supply Delivery Service to a Customer if its wiring is designed for sub-metering, unless such sub-metering complies with all Statutes and Regulations. In order to sub-meter a premise, the Customer must obtain, prior to design and construction, the necessary approvals from PURA and

provide documentation satisfactory to the Company supporting the sub-metering application. (Final Decision dated July 1, 2015 in Docket No. 13-01-26, PURA Generic Investigation of Electricity Submetering.)

g. Master Metering. In order to obtain a master meter for a Customer's Premise, the Customer is required to obtain the proper approvals and submit appropriate documentation to the Company prior to any construction. The Customer must obtain the proper approvals from the Office of the State Building Inspector. (Docket No. 10-11-07, Request of Bishop Curtis Homes-Bridgeport to Change From Multi-Metered Property to Master Metered Property.) The Company shall not be responsible for any design changes or construction changes.

h. Institutional Living Facilities. Facilities classified as institutional under the State building code that provide housing and services and regularly provide centralized food services can be served with a single electric meter (i.e., master meter). Such facilities must comply with all applicable Statutes and Regulations. This provision is an exception to the paragraph a. Multi-unit dwellings.

i. Generation Service. Customers may elect to receive Generation Service from an Electric Supplier in accordance with all applicable Statutes and Regulations.

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 to specifications issued from time to time by the Company, and the Company may seal and lock such service and meter switch, and adjust, set and seal and lock such circuit breaker and relays. The Company reserves the right to lock and seal any equipment ahead of its metering device to protect against theft of service. These seals shall not be broken and locks shall not be tampered with 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 the Customer's 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 the Customer's request and upon Customer payment for 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 (including Statutes and Regulations) and to those of the Company, and the Customer shall keep such wiring, conduit, apparatus and equipment in proper repair.

g. **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 provide Delivery Service to the Customer's Premises shall be of such an amount that the income to be derived from service at the applicable rates shall, in the opinion of the Company, be insufficient to warrant such expenditures.

5. Company Access to Premises; Permits

a. Access.

- (i) **Access Limitations.** The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the Company's meter(s), equipment or other property or appliances or interfere or permit interference with same, and shall be responsible 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. Authorized agents or employees of the Company, shall have the right to access its equipment at the Customer's Premises at all reasonable times or at any time in case of an emergency.

b. Denial of Access.

- (i) If a Customer denies the Company access to its property or equipment, the Company reserves the right to discontinue service to a Customer's Premise immediately until such time as access is granted. If the Company makes more than one attempt to gain access to its property or equipment and a Customer, either directly or indirectly, prevents or hinders the Company's access to its property or equipment, then the Company may bill such Customer a no access charge per each field visit after the first attempt at access.

- (ii) The Company may relocate Company equipment to an area that provides immediate access and the cost of such relocation shall be the responsibility of the Customer and payment for same shall be required before such service is reconnected.
 - (iii) A Customer must provide the Company reasonable truck access to all of the Company's property or equipment located on the Customer's property. If access is blocked, the Customer must create usable space for the Company to access its property or equipment at no cost to the Company. The Company may disconnect Delivery Service to the Customer immediately if it cannot obtain access to its property or equipment on the Customer's property.
- c. Permits. The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply Delivery 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 for:

- (i) any interruptions, discontinuances, variance, reduction, or reversal of its service due to causes beyond its control, whether by accident, weather related conditions, 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 Delivery Service.
- (ii) injury, casualty, or any damage whatsoever resulting in any way from the supply or the use of electricity or from the presence of the Company's structures, equipment, wires, or appliances on the Customer's Premises, except in the case of the Company's negligence.
- (iii) interruption, discontinuance, variance reduction or reversal of its service when the Company considers, in its sole judgment, such interruption, discontinuance, variance or reduction or reversal of its service is necessary to prevent injury to persons or damage to property, or to permit the Company to repair, change (including meter exchange) 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.
- (iv) any Customer owned equipment. A Customer shall not consider Company inspection or the non-rejection of Customer owned equipment as a warranty, express or implied, as to the adequacy or safety of Customer owned equipment.

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 Delivery Service, 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 shall determine whether Primary Metering or Secondary Metering will be utilized. The Company retains ownership of the metering equipment and may change its meter or meter location at any time. This meter relocation may require a Customer to change the Customer owned meter socket to a Company designated location.
- b. **Meter Attachments.** 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.
- c. **Meter Testing.** In accordance with Regulations, 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 PURA 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 the Customer's Premises be tested, notwithstanding the fact that the 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.

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.
- (iv) If the Company provides a transformer to meet a Customer's Delivery Service requirement, Customer must provide and maintain at all times a suitable enclosure or foundation built to Company specifications.

- (v) If and when a customer provides working space for utility equipment, such facilities must be maintained and kept in reasonable condition to the satisfaction of the Company. The customer will be provided written advance notification thirty (30) days prior to any action being initiated. Failure of the customer to work with good will and process and to pay for such repairs could result in the termination of service.

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 shall 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.

- d. 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.

11. Unsafe Condition

The Company reserves the right to disconnect Delivery Service at any time, without notice or liability therefor, or to refuse to connect Delivery Service, if in its sole judgment the Customer's installation is unsafe or defective. The Company will make reasonable efforts to notify each Customer prior to such discontinuance of Delivery Service and to inform the Customer of the requirements for the resumption of Delivery Service.

The Company shall not be required to supply Delivery Service until the Customer's installation has been approved by the authorities having jurisdiction over same. If the Customer's Premise has had the service conductors disconnected at the street and the Delivery Service has been disconnected for more than 6 months, the Customer shall provide a written statement from a licensed electrical contractor, in form and substance acceptable to the Company, stating that the premise is safe to energize. The final connection for energizing Delivery Service shall be made at the Company's sole discretion.

12. Statement By Agents

- a. No representative of the Company has authority to modify any rule, provision or rate contained in a schedule of rates, or to bind the Company for any promise or representation contrary thereto.
- b. The Company reserves the right to alter and revise these Terms and Conditions and will file them with PURA, and Customers shall be bound thereby.

13. Scheduled Outages

The Company will make two good faith attempts to schedule all customer outages during normal working hours. Should neither attempt be successful, the outage will then be scheduled at the next earliest possible date based solely on available resources and general system requirements. Should a customer request outages(s) off hour (5pm – 7am) or weekend times, the customer will be billed the differential between straight time and overtime hours in addition all and any other direct costs.

Effective: January 1, 2017

Effective January 1, 2017
Decision dated December 14, 2016
Docket No.16-06-04

Supercedes C.P.U.C.A. No. 647
Effective September 5, 2013
Decision Dated September 5, 2013
Docket No. 13-01-19