

# **The United Illuminating Company**

## **Schedule of Rates & Riders**

**Effective: April 1, 2021**



**180 Marsh Hill Road  
Orange, CT 06477**

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## **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

## **UNDERSTANDING YOUR BILL**

**Estimated Bill** – This indicates we could not obtain an actual meter reading. The next actual reading will adjust for any differences between actual and estimated use.

**Budget Billing Plan** – A free service offered to residential customers to help evenly distribute your electricity costs over the year.

**Kilowatt-Hour (kWh)** – A measure of electricity. One kWh equals one thousand watts used for one hour. If you use one 100-watt bulb for ten hours, you use one kWh. The number of kWh's on your bill is the total you used for the days covered by this bill.

**Late Payment Charge** – This is a charge for the unpaid and overdue portion of the previous bill minus payments and credits. It is calculated at the percentage shown on this bill.

**Competitive Transition Assessment (CTA)** – Allows UI to recover prudent investments in generation assets (called stranded costs), as approved by the DPUC.

**Combined Public Benefits Charge** is the combination of the following three charges:

**Conservation and Load Management Program** – This is the charge to fund programs that promote energy conservation and efficiency.

**Renewable Energy Investment** – To fund programs that promote the use of renewable (or environmentally friendly) fuel sources, such as solar power, wind, fuel cells, methane gas from landfills, biomass, trash-to-energy, and water.

**Systems Benefit Charge** – For funding public costs such as public education, hardship protection, and nuclear plant decommissioning.

**Transmission Charge** – The fee for transmitting electricity over high voltage lines to electric substations.

**Distribution Charge** – The fee for distributing electricity over the poles and wires to customer homes and businesses.

**Generation Services Charge** – The fee for electric energy produced by generation facilities. Generation service is deregulated and is open to competition and the services of electric suppliers.

**Electric Suppliers** – The entity providing your generation service. UI supplied generation service is called Standard Service or Last Resort Service. For complete information about licensed electric suppliers, visit Connecticut's Energy Information website, [www.ctenergyinfo.com](http://www.ctenergyinfo.com) or call the CT DPUC Outreach number, 1-888-922-3782.

**Non-Bypassable FMCC** – Federally Mandated Congestion Costs.

## **IMPORTANT INFORMATION**

**Emergency Service** – Call 1-800-7-CALL UI (1-800-722-5584) to report electric service outages or dangerous electrical conditions. In the Greater New Haven calling area, dial 203-499-3333.

**For Your Protection** – All our meter readers and meter service personnel wear UI uniforms. All employees who visit customers' premises carry a UI photo identification card and must show it upon request.

**Your Rights and Responsibilities** – A pamphlet explaining your rights is available upon request.

**Third Party Notice** – You can ask us at any time to notify a third party if your service is subject to being shut off.

**Operation Fuel** – is a statewide program that provides emergency energy assistance to people who are in financial crisis, and not eligible for government assistance.

**WWW.UINET.COM** – Your quickest source for UI information including ways to save, financial assistance and much more! And don't forget to register for our online bill analyzer, "My Account", which allows you to analyze your personal energy information.

**E-Mail Us** – Visit our FAQ's to view answers to commonly asked questions. If you can't find your answer on our website or in our FAQ's, send us an e-mail at [customer.service@uinet.com](mailto:customer.service@uinet.com)

**Call Us** – call Customer Service at 1-800-7 CALL UI (1-800-722-5584). In the Greater New Haven area, call 203-499-3333.

**Termination of Service and Customer Rights** – You have the right to dispute a termination of service. You may also have service continued between November 1<sup>st</sup> and May 1<sup>st</sup> if you qualify for hardship status or have a serious illness or life-threatening condition.

**Mail Us** – Although not as quick as either visiting [www.uinet.com](http://www.uinet.com), e-mailing, or using the telephone, you can reach us by writing to: The United Illuminating Company, PO Box 1564, New Haven, CT 06506-0901.

**ARC** – When you provide a check as payment, you authorize us to either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For other payment options, please call us

*If you are unable to have your questions answered, or your complaint resolved by The United Illuminating Company, you can call the Department of Public Utility Control's toll-free telephone number: 1-800-382-4586.*

The United Illuminating Company

Appendix A

Service Charges

Supplier Relations Fees

**SUPPLIER REQUESTED CANCEL/REBILL (PARTIAL LOADER)**

This charge is developed to reflect the cost UI incurs in canceling previous customer billings and rebilling due to a change in an electric supplier's rate that must be applied retroactively. This service is charged to the supplier per request on a time and materials basis.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Hourly Rate	\$86.67	\$88.88	\$91.17
Plus Cost Per Bill	\$0.51	\$0.52	\$0.53

**SUPPLIER INITIALIZATION (PARTIAL LOADER)**

**Supplier Setup & Testing**

Before an electric supplier can begin to transact business with UI, several things must occur. The supplier must be setup within UI's systems to be allowed to transact business with UI. The supplier and UI must complete the EDI testing and training to ensure that both parties can share information. This is a one-time fee charged to each supplier, and is intended to recover the full cost of performing these tasks.

**Supplier Rate Configuration**

In addition to the supplier setup and testing, UI must also configure the supplier's rates within their systems to facilitate the billing process. Since the number and complexity of rates per supplier is unknown, the total cost to configure the rates is estimated using an average. This same hourly rate will apply for ongoing rate configuration changes requested by the supplier.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Supplier Setup and Initialization Fee	\$6,122.89	\$6,285.20	\$6,453.05
Rate Configuration - Hourly Rate	\$118.06	\$121.22	\$124.48

**CALL TO CRC FOR A SUPPLIER (PARTIAL LOADER)**

UI is expecting that the volume of calls to the Customer Care Center (CCC) will increase if interest and/or participation in retail choice grows. Many of these calls will be supplier related and should have been directed to the supplier. UI will be able to track the calls it receives and then direct the customer to the appropriate supplier. These fees will be charged to the supplier on a per minute per call basis.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Cost Per Minute	\$1.30	\$1.34	\$1.37

**PROVISION OF CUSTOMER SERVICE FOR ENERGY SUPPLIERS (PARTIAL LOADER)**

UI and the supplier may enter into an agreement whereby UI will provide customer service for billing inquiries regarding the supplier's rates. These fees would be on a per-minute per-call basis and would be part of a bilateral agreement between the supplier and UI.

**Customer Care Representative (CCR)**

This is the cost per minute for a CCR to provide customer service on behalf of the supplier.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
CRA - Cost Per Minute	\$1.30	\$1.34	\$1.37

**PROVISION OF CUSTOMER SERVICE FOR ENERGY SUPPLIERS IVR (PARTIAL LOADER)**

UI and the supplier may enter into an agreement whereby UI will allow the supplier to utilize UI's Interactive Voice Response (IVR) solution for customer self service. These fees would be on a per-minute per-call basis and would be part of a bilateral agreement between the supplier and UI.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
IVR - Cost Per Minute	\$0.47	\$0.48	\$0.49

**SUPPLIER REQUESTED CHANGE TO STANDARD RATE CONFIGURATION (PARTIAL LOADER)**

In the event that a supplier requests a specialized rate be used in billing, UI will perform the necessary system design and specification at an hourly rate, payable by the supplier. A technical contractor familiar with the systems affected would perform this work. After the design is complete and the supplier agrees to proceed, the remaining work would be performed and billed directly to the supplier via a purchase order.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Hourly Rate – Contractor	\$101.68	\$104.34	\$107.10

**Revenue Meter System Fees**

**METER TEST (PARTIAL LOADER)**

This fee will cover the cost of performing a meter test, at the request of an electric supplier or the customer. The entity requesting the meter test will be charged the fee on a per request basis in accordance with PURA Regulation 16-11-126.

In accordance with the regulations of the PURA, and upon written request of a customer, the company shall test the accuracy of the meter in use at the customer’s premises. The customer is allowed one free meter test per year at no charge. If the meter has been tested and the customer requests that the meter be tested again within a period of one year, and the meter is found to be accurate, the customer will be charged the appropriate meter test fee.

**Single Phase**

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Single Phase Meter Test Charge	\$84.50	\$86.59	\$88.75

**Three Phase**

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Three Phase Meter Test Charge	\$107.27	\$109.92	\$112.67

**COST TO PROVIDE SPECIAL OR EXPEDITED METER READS (PARTIAL LOADER)**

Customers may request to switch back to standard offer service or request to have a manual read of their meter by the Company. If the customer does not wish to wait until the next scheduled on-cycle meter read for the switch to take place and their meter is not an automated meter, they will be assessed a charge for an expedited or off-cycle

meter read. This fee is for a manual meter read and is billed directly to the customer per request. If billing support is required (e.g. produce off cycle bill) the applicable fees will apply.

**Residential**

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Total Per Meter Read Rate - With Billing Support	\$52.25	\$53.54	\$54.88
Total Per Meter Read Rate – Without Billing Support	\$37.80	\$38.73	\$39.69

**Commercial/Industrial**

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Total Per Meter Read Rate - With Billing Support	\$70.39	\$72.10	\$73.87
Total Per Meter Read Rate – Without Billing Support	\$55.95	\$57.29	\$58.68

**COST TO PROVIDE SPECIAL OR EXPEDITED METER READS AMR/AMI (PARTIAL LOADER)**

Customers may request a switch back to standard offer service or request to have a manual read of their meter by the Company. If the customer does not wish to wait until the next scheduled on-cycle meter read for the switch to take place, they will be assessed a charge for an expedited or off-cycle meter read. This fee is for an automated AMR/AMI meter read and is billed directly to the customer per request. If billing support is required (e.g. produce off cycle bill) the applicable fees will apply.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Total Per Meter Read Rate - With Billing Support	\$22.27	\$22.84	\$23.42
Total Per Meter Read Rate – Without Billing Support	\$7.83	\$8.02	\$8.23

## COST TO PROVIDE INTERVAL METER DATA (PARTIAL LOADER)

UI has developed charges applicable to a customer or supplier who requests interval load data for an account and/or for a request of load pulse outputs from the customer's meter. These fees are charged to the entity requesting the service.

### Load Pulse Output

For load pulse outputs, the costs are for installation of the proper equipment and an ongoing monthly cost of providing the pulse outputs.

#### Load Pulse Output Installation Charge (one time fee)

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Load Pulse Installation Fee	\$761.82	\$778.39	\$795.44

#### Load Pulse Output Monthly Charge (reoccurring)

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Load Pulse Monthly Fee	\$12.70	\$12.97	\$13.26

## THEFT OF SERVICE (TOS) INVESTIGATION (FULL LOADER)

TOS investigation fees are calculated and billed on a time and materials basis. Each TOS case is unique and requires different materials and skill sets to complete the investigation. This fee will be charged to the customer if the TOS investigation proves that the customer had been stealing service. UI currently charges investigative fees for customers that are found guilty by the courts.

For a supplier requested/initiated TOS investigation, the supplier will be charged the investigative fees if the customer is found to be innocent.

**TOS Hourly Rates**

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Investigator Hourly Rate	\$90.07	\$92.38	\$94.78
Supervisory Hourly Rate	\$103.17	\$105.88	\$108.69
Billing Support Hourly Rate	\$87.87	\$90.12	\$92.45
Standard Field Force Rate	\$84.50	\$86.65	\$88.88

**WEB PRESENTMENT FEES (PARTIAL LOADER)**

For customers wishing to manage and monitor their energy consumption, UI offers a web-based energy management solution provided by Energy Interactive. These fees are billed to the customer. Cellular or landline communications are no longer offered.

**Monthly Fee**

This is a monthly fee charged to the customer for access to the energy management tool.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Monthly Fee -	\$ 55.41	\$ 56.55	\$57.73

**Customer Requested Usage/Data Load Analysis (Partial Loader)**

The Customer Requested Usage/Data Analysis is an hourly rate for an Analyst to perform any customer requested usage and/or data analysis from UI's current metering systems. This fee replaces multiple fees from the previous Appendix A, all based on an hourly rate, that incorporated the same basic service, that is, usage/data analysis and presentment of that usage/data analysis to the customer in either electronic or hard copy means.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Data Analyst	\$88.82	\$91.10	\$93.46

## Standard Field Fees

### WATER HEATER CUSTOMER OWNED REPAIR WORK (FULL LOADER)

These fees are charged to customers who request water heater repair services on their customer-owned electric water heaters on a Time and Materials basis. Overtime rates apply for work performed after 6:00 PM or on weekends or holidays.

#### Labor – Hourly Rates

Cost Component	1/1/2017	1/1/2018	1/1/2019
First 1/4 Hour Rate - Straight Time	\$45.71	\$46.85	\$48.04
Additional Quarter Hours - Straight Time	\$21.42	\$21.96	\$22.53
First 1/4 Hour Rate – Overtime	\$56.27	\$57.69	\$59.15
Additional Quarter Hours – Overtime	\$31.98	\$32.80	\$33.64

### RECONNECT FEES (PARTIAL LOADER)

UI has the right in accordance with applicable statutes and the regulations of PURA, to discontinue service on due notice and remove UI property from the customer’s premises in the event (1) the customer fails to pay any bill due the company for such service or (2) fails to perform any of his obligations to the company. After such discontinuance, a reconnection charge will be made in accordance with the fee below. The fee is a remote reconnection of service.

#### Reconnect-Meter

Cost Component	1/1/2017	1/1/2018	1/1/2019
Meter Reconnect Fee - Straight Time	\$15.66	\$16.05	\$16.46

#### Overhead Reconnect - Cut Tap

If the field technician is unable to gain access to the meter, the service will be disconnected at the Pole.

Cost Component	1/1/2017	1/1/2018	1/1/2019
Cut Tap Reconnect Fee - Straight Time	\$149.78	\$153.32	\$156.96
Cut Tap Reconnect Fee – Overtime	\$191.16	\$195.75	\$200.49

**CUSTOMER OWNED TROUBLE REQUESTS - CUSTOM ELECTRICIAN WORK  
(FULL LOADER)**

If a customer requests custom electrician work (e.g. reset Main breaker), the customer will be charged on a Time and Materials basis in accordance with the labor rates identified below. Overtime rates apply for work performed after 7:00 PM or on weekends or holidays.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
First 1/4 Hour Rate - Straight Time	\$47.59	\$48.80	\$50.04
Additional Quarter Hours - Straight Time	\$23.31	\$23.91	\$24.53
First 1/4 Hour Rate – Overtime	\$59.10	\$60.60	\$62.15
Additional Quarter Hours – Overtime	\$34.81	\$35.71	\$36.64

**LOCK OUT – SECOND FIELD VISIT – FULL LOADER**

If a technician must visit a premise a second time due to being locked out and unable to access UI equipment, the customer will be charged on a Time and Materials basis in accordance with the labor rates identified below. Overtime rates apply for work performed after 7:00 PM or on weekends or holidays.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
First 1/4 Hour Rate – Straight Time	\$31.06	\$31.83	\$32.63
Additional Quarter Hours - Straight Time	\$21.42	\$21.96	\$22.53
First 1/4 Hour Rate – Overtime	\$41.63	\$42.67	\$43.74
Additional Quarter Hours – Overtime	\$31.98	\$32.80	\$33.64

**CONNECT/DISCONNECT FOR TEMPORARY SERVICE – (PARTIAL  
LOADER)**

This fee is a standard fixed fee for providing temporary service to the basic single phase residential overhead temporary service. Temporary service is to be installed in accordance with UIL’s “Guidebook or Requirements for Electric Service”. The fee covers the cost to process the request, install the temporary service and remove the temporary service during normal working hours only. Non-standard temporary service will be reviewed, engineered and charged accordingly.

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Standard Residential Overhead-Temporary Service Fees	\$475.00	\$475.00	\$475.00

**BILLING FEES**

**LATE PAYMENT CHARGE**

(a) 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.

(b) Bills for residential Customers not fully paid within twenty-eight (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.

## **NON-SUFFICIENT FUNDS RECEIPT (PARTIAL LOADER)**

This fee applies to customers who pay with personal checks, business checks, or electronically. Checks/payments that are returned due to nonsufficient funds will incur a fee in accordance with the fees below:

<b>Cost Component</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
Returned Check/Insufficient Funds Fee	\$ 25.89	\$ 26.44	\$27.01

Effective: January 1, 2017

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

Effective September 5, 2013  
Decision dated September 5, 2013  
Docket No. 13-01-19

**THE UNITED ILLUMINATING COMPANY**  
**ELECTRIC SUPPLIER SERVICE AGREEMENT**

This Electric Supplier Service Agreement (“Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”), by and between The United Illuminating Company, a specially chartered Connecticut corporation with a principal place of business at 180 Marsh Hill Road, Orange, Connecticut (“the Company” or “UI”) and \_\_\_\_\_, a \_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_ (“Supplier” or “Electric Supplier”).

**I. Basic Understandings**

Under Connecticut Public Act 98-28, as amended from time to time, the Company’s Terms and Conditions for Electric Suppliers approved by the Connecticut Public Utilities Regulatory Authority (“PURA”) or successor agency as in effect and revised from time to time (referred to herein as the “Terms and Conditions”), and applicable regulations of PURA, the Company has the authority and obligation to perform services for competitive suppliers of electricity. The Terms and Conditions, in Section 3C.5, require the Supplier to enter into a service agreement with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, the Company agrees to provide certain services to the Supplier in accordance with the Terms and Conditions, incorporated herein by reference, and the terms of this Agreement.

This Agreement has been developed for use between the Company and Electric Suppliers, and may not be waived, altered, amended, or modified, except as provided herein. Exhibits A, B and C attached hereto and incorporated herein by reference, include additional terms which are a part of this Agreement.

**II. Definitions**

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms and Conditions.

**III. Term**

This Agreement shall become effective on the Effective Date and shall continue in full force and effect from month to month unless terminated by either party by written notice given no less than forty-five (45) days prior to the desired termination date, except as provided in Sections VI and XI of this Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Agreement until completing processing any transactions that require processing and that are outstanding at termination. Notwithstanding the Effective Date, the Supplier acknowledges that the Company will provide Company Services as set forth in Section VII only upon satisfaction or express, written waiver of the requirements of Section IV of this Agreement.

#### IV. Conditions Precedent

The following requirements shall be conditions precedent to the Company's obligations hereunder:

- A. Supplier shall provide all information requested in Exhibit B and Exhibit C attached hereto.
- B. Supplier shall register, obtain, and maintain the necessary licensing from PURA.
- C. The Supplier shall furnish to the Company a complete schedule of its relevant rates and rate pricing options for Generation Service in an electronic format submitted in the Company's Supplier rate input workbook no less than thirty (30) Business Days prior to the Supplier's initial Customer enrollment with the Company or no less than fifteen ("15") Business Days prior to subsequent rate request submittals or changes.
- D. Prior to Customer enrollment, the Supplier shall successfully complete testing with the Company of the Electronic Business Transactions ("EBT") implementation of Electronic Data Interchange ("EDI") as specified in the Connecticut EBT Working Group Report and any other applicable EBT Working Group standards published under the direction of the EBT Working Group (*i.e.*, on the EBT Working Group web site or its successor) (all of which together with the EBT are referred to as "EBT Standards" herein).
- E. The Supplier shall furnish to the Company a UI Substitute W9 Form prior to Supplier submittal of its first Customer enrollment.

#### V. Representations

Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, and PURA regulations during the term of this Agreement.

Each person executing this Agreement for the respective parties represents and warrants that he or she has authority to bind that party.

Each party represents that: (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such party; and (c) this Agreement constitutes that party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

## VI. Supplier's Responsibilities

The Supplier shall notify the Company within twenty-four (24) hours in writing if its license to act as a Supplier is acted upon by PURA in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to, suspension, revocation, modification, or non-renewal. Revocation or non-renewal of the Supplier's license shall result in automatic termination of this Agreement by the Company

The Supplier shall notify the Company by electronic mail and by telephone at Company contacts listed in Exhibit A and PURA in writing no less than twenty four (24) hours after the Supplier or its agent is notified by ISO-NE that, pursuant to the Rules, the Supplier or its agent has been suspended from the ISO-NE market due to a credit test default or for any other reason.

If the Company is notified by ISO-NE that a Supplier Load Asset has been suspended or terminated, the Company shall transfer all of the Supplier's customers currently served Generation Service by that Supplier to the Company's applicable Generation Service. This change shall be effective as of the next calendar day following the ISO-NE suspension or termination.

Any costs, fines or penalties incurred by the Company as a result of reporting Load to ISO-NE caused by erroneous data obtained from the Supplier shall be the sole responsibility of the Supplier. The Supplier's failure to pay all such costs, fines or penalties to the Company is a material breach of this Agreement and may result in termination of this Agreement, which termination shall not release the Supplier of its obligation to pay the Company for the same.

The Supplier shall update information requested in Exhibit B five (5) Business Days prior to the effective date of any such change. This information must be submitted via electronic mail or by hard copy delivery at Company contacts listed in Exhibit A.

The Supplier shall update information requested in Exhibit C twenty-five (25) Business Days prior to the effective date of any such change. This information must be submitted via electronic mail or by hard copy delivery at Company contacts listed in Exhibit A.

The Supplier acknowledges that the Company will select and may from time to time change the EBT electronic transmission vehicle. The current method utilized is the North American Energy Standards Board ("NAESB"). The Company acknowledges the benefit to both the Company and the Supplier in minimizing the transaction costs in selecting the electronic transmission vehicle. Notwithstanding the above, the Company will not change the electronic transmission vehicle without first providing the Supplier via Internet electronic mail at least thirty (30) Business Days notice of any such change. The Supplier shall be responsible for the initial testing costs of the electronic transmission vehicle and costs of subsequent transactions as described in the Terms and Conditions.

The Supplier acknowledges that the Company is authorized to deny Generation Service to Customers if the Company has terminated such Customer's Delivery Service in accordance

with the rules and regulations of the PURA, including the PURA's billing and termination regulations, until such time as the Customer is reinstated by the Company. In order for the Supplier to serve such a Customer after reinstatement, the Supplier must re-enroll the Customer.

During the term of this Agreement, as to any EBT Standards implemented subsequent to the initial testing period referenced in Section IV.D. above, the Supplier shall be required to successfully complete testing of said standards in accordance with the EBT Standards.

The Supplier shall be responsible for all present and future costs and charges imposed on or associated with the delivery of Generation Service to its customers and assigned to Supplier's Load Asset(s) by ISO-NE, regardless of how these costs or charges are assessed by ISO-NE. If the Company is assessed costs which are the responsibility of the Supplier, the Company will pass these costs on to the Supplier in a subsequent bill rendered to the Supplier or, at the Company's option, in a separate invoice and Supplier shall promptly pay the same.

## VII. Company Services and Responsibilities

### A. Billing Services

To the extent that Supplier does not bill Customers directly for Generation Service charges in accordance with all applicable regulations governing the same, the Company will provide a single monthly bill to each Customer including all unbundled charges as well as the Supplier's charges for Generation Service. All measured billing determinants provided by the Company will be based on Company-owned metering.

#### 1. Rates

The Company agrees to use the rates and pricing options supplied by the Supplier to calculate the Supplier portion of Customer bills. The Company agrees to provide the Supplier with Customer usage and billing information, in accordance with the EBT Standards and UI's Bills Rendered Supplier Payment Methodology.

The Company shall input the Supplier's rates charged and pricing options for Generation Service. Supplier rates and pricing options must conform to the rate structure for Generation Service in use by the Company for each specific rate class and be compatible with the meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented, provided that: (1) The Supplier notifies the Company of the rate changes in accordance with Section IV.C.; (2) upon the Company's request, the Supplier provides a sample bill calculation; and (3) the Supplier consents to the implementation of the new rate once the Company has tested its billing processes.

#### 2. Transaction Processing

Customer transactions will be processed in accordance with the EBT Standards. These transactions include, but are not limited to, account administration and reporting of Customer

usage and billing. Any changes in these standard transactions will be in accordance with the EBT Standards.

The following items identify Company specific requirements for EDI Transactions:

- Due to the Bills Rendered Payment Methodology, a Supplier cannot submit a drop for non-payment (814) transaction. If an 814 transaction is submitted with the following codes; ASI01=7 and ASI02=022, the transaction will be rejected.
- The type of EDI transactions will always be 810 (Invoice), 867 (Historical Usage), 814 (Enrollment, change, drop, move, etc.) or 997 (Functional Acknowledgement).
- The Service Identifier is not utilized by the Company due to its account structure.
- The Company may send a mailing address correction via an 814 transaction.
- The Company's customer account identifier is a 13 digit number and is identified on the customer's bill as the POD ID. The Company will reject a customer account identifier that is less than or more than 13 digits.
- Due to the Bills Rendered Payment Methodology, the Company will provide 810 transactions at the account level only.
- Due to the Bills Rendered Payment Methodology, the following fields will not be utilized in the 810 Transaction: Supplier Arrears, Arrears Interest and Current Customer Charges.
- The Company will not utilize the 820 transaction.
- The Company will follow the EBT testing guidelines, plan, and scenarios. The Company will modify the EBT test data with data that more accurately represents company production data. The Company requires the Supplier to do the same. The test data must be exchanged prior to the EDI testing process.
- The Company will not perform regulatory testing with the Supplier until the Supplier has first been established as a trading partner and has successfully completed connectivity testing with the Company's EDI provider.

### 3. Conditions of Billing

Customers that contact the Company concerning the billed amount for Supplier Generation Service or any other Supplier issue will be referred to Supplier's toll free customer service number identified in Exhibit B, and included on each Customer's bill. Per PURA approval, there is a charge to the Supplier for the cost of these Customer calls.

The Company will not undertake bill investigations, customer inquiries concerning Supplier charges, or the settlement of billing disputes on behalf of Supplier unless otherwise specified in Exhibit A.

If the Company performs billing of Generation Service for the Supplier, the Company will bill, collect, report and remit to the State of Connecticut all sales taxes assessed upon Generation Service unless the Connecticut Department of Revenue Services directs that Supplier is responsible for the same.

#### 4. Rendering of Bills

Rendering of bills is the preparation and mailing of statements of the amounts due from the customer for Supplier Generation Service. These amounts shall be included as part of the regular monthly bill for the Company's Delivery Service mailed to the customer. These billings will include the Supplier's toll free telephone number for customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by PURA or as provided and agreed to in Exhibit A.

#### 5. Billing Errors

If either party finds a billing error or other miscalculation on a bill or in the usage determinants used as the basis for the Company's bill calculation, that party shall within sixty (60) days from the date of the Customer's statement containing the error, notify the other party in writing or electronically and explain the nature of the error. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to the Customer. In the event of an error by the Supplier, the Company will, upon Supplier's request, and as is reasonably practicable, either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is determined by the Company to be reasonably practicable, or if the Supplier affirmatively chooses, the Supplier may submit a rate pricing option correction as provided by the EBT Standards. Supplier shall be liable for any fees, as filed with and approved by PURA, for any rebilling and/or adjustment caused by Supplier error. The Company will not be liable for any billing errors due to errors by the Supplier. When either party reasonably believes that an error related to billing activity may have occurred, either party may request the production of documents required to verify the accuracy of such billing, which the other party shall provide within ten (10) Business Days. Notwithstanding the foregoing, the parties acknowledge that the Company may send estimated bills to customers and such estimated bills shall not be considered billing errors.

#### 6. Payment Processing

The Supplier agrees to abide by the Company's Bills Rendered Supplier Payment Methodology, as approved by PURA in Docket 98-06-17 and hereby authorizes the Company to

process customer payments and remit monies to the Supplier in accordance with that methodology.

B. Load Estimating and Reporting

The Company will determine hourly electrical Load for each of the Supplier's Customers and report these Loads to ISO-NE (by Load Asset number(s) as supplied to the Company by the Supplier) in accordance with the Terms and Conditions and applicable ISO-NE reporting deadlines. In addition, the Company and the Supplier shall mutually agree upon any additional information that may be desired such as: (1) daily report of Supplier's aggregated hourly Load; and (2) monthly reconciliation of Supplier's Loads (in accordance with the ISO-NE reconciliation timeline). Depending on the request and the effort required by the Company, there may be additional charges to be paid by the Supplier to the Company in connection with the same. The Company will provide any mutually agreed upon reports to the Supplier, which will be listed and described in Exhibit A, in a format designated by the Company and reasonably acceptable to Supplier, and at the applicable charges to the Supplier

C. Additional Services

Additional Services provided by Company are set forth in Exhibit A hereto.

VIII. Fees

The Company may charge fees for services rendered to the Supplier as set forth in Exhibit A and as approved by PURA.

IX. Billing and Payment for Services

The Company will bill the Supplier for fees that the Supplier owes to the Company for services rendered under this Agreement and other charges and costs incurred. If the Supplier is owed monies for Generation Services from its Customers that have been billed by the Company, any applicable fees will be applied against these monies and a single net payment or bill will be sent to the Supplier in accordance with UI's Bills Rendered Supplier Payment Methodology. If the net of these items results in a bill to the Supplier, the bill shall be due upon receipt of such bill. Failure to pay within twenty-eight (28) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.25 percent per month commencing from the date the bill was posted.

X. Nondisclosure

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such party, without the express prior written consent of the other party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, Customers of either or both parties, Suppliers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is

marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

#### XI. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any party, by written notice to the other party ("Breaching Party"), may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions and has not cured such breach within fifteen (15) days after receipt of a written notice from the other party specifying the nature of such.

No delay by either party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either party is legally entitled.

## XII. Force Majeure and Limitation of Liability

Neither party shall be considered in default under this Agreement or responsible or liable in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or other failure to perform obligations under this Agreement or deficiency in the quality or quantity of performance, or any other failure to perform if such failure or deficiency is caused by a Force Majeure event. For purposes of this section and this Agreement, a Force Majeure event shall be one caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or ISO-NE except by enforcement actions by ISO-NE. In the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

## XIII. Liability and Indemnification

The Company will utilize good utility practices to provide services to Supplier, but does not guarantee the provision of services to Supplier. The Company shall not be liable to Supplier in any respect if, despite the Company utilizing good utility practices, the services are not provided to Supplier in accordance with this Agreement. For purposes of this Agreement, "good utility practices" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the geographic region covered by the North American Electric Reliability Council, or any successor entity, during the relevant time period, or any of the practices, methods or acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good utility practices are not intended to be limited to the optimum practices, methods or to act to the exclusion of all others, but rather to be acceptable practices or methods generally accepted in the region.

The parties expressly acknowledge and agree that the dispute resolution provision in Section XVI of this Agreement shall apply to any and all disputes arising under this paragraph, including without limitation, those disputes that arise as a result of either of the parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any party hereto be liable to any other party hereto for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect.

Notwithstanding the availability of other remedies at law or in equity, either party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other party.

The provisions of this Section shall survive the termination of this Agreement.

XV. Terms and Conditions

The parties agree to act in compliance with the applicable Terms and Conditions at all times. In the event the terms of this Agreement conflict with the Terms and Conditions, the applicable Terms and Conditions shall control.

XVI. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the parties' representatives for resolution. The parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Section XI. If the parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues. The parties agree that the place of mediation or arbitration shall be New Haven, Connecticut.

XVII. Notice

All notices and other communications shall be directed to the Company contacts listed in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVIII. Governing Law

This Agreement is governed by the laws of the State of Connecticut without regard to the conflict of laws in effect therein.

XIX. Enforceability

In the event that any portion or part of this Agreement is determined to be invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable, provided that the parties work in good faith to amend the Agreement and include a valid portion that meets the intent of the invalid portion.

XX. Assignment and Delegation

Either party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by the Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall relieve the assigning party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and Terms and Conditions. The assigning or subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

XXI. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all other written or verbal agreements, communications, and representations.

This Agreement may be amended only by written agreement of the duly authorized employee or representative of the parties.

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

None of the terms of this Agreement shall be deemed waived or modified except by a writing drawn expressly for that purpose and signed by both parties. Failure or delay of either party hereto to enforce any of its rights under this Agreement shall not be deemed to be a modification or continuing waiver by such party of its rights under this Agreement.

All of the provisions of this Agreement relating to confidentiality, warranties, limitations of liability, indemnification, governing law, and dispute resolution shall expressly survive termination or expiration of this Agreement, for any reason.

The parties hereto are independent contractors and nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or any other form of legal association which would impose liability upon one party for the act or failure of the other party.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date below.

Supplier \_\_\_\_\_

Print Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The United Illuminating Company

Print Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### COMPANY SPECIFIC PROVISIONS

#### 1. Processing Schedule

The Company's computer operations processing schedule is available on the Company's internet site, [www.uinet.com](http://www.uinet.com). Any reference made with respect to time in this agreement or the EBT Standards is understood to be Eastern Prevailing Time.

#### 2. Money Transfers

The Company will transfer payments to the Supplier in accordance with the Company's Bills Rendered Supplier Payment Methodology, in effect at the time.

#### 3. Fees

The Company will charge, and the Supplier shall be responsible for, the appropriate fees and charges as approved by PURA and attached as Appendix A to the Terms and Conditions.

Notices:

By Mail: The United Illuminating Company  
Supplier Relations Department 1-16F  
P.O. Box 1564  
New Haven, CT 06506

By Electronic Mail: [Supplier.Relations@uinet.com](mailto:Supplier.Relations@uinet.com)

By Telephone: 203-499-2000

**EXHIBIT B**

**ELECTRIC SUPPLIER GENERAL INFORMATION**

**Supplier must fill this form out completely and return it to Company prior to entering into a contract for services with the Company. Failure to fill out this form completely shall render the Company unable to provide services for the Supplier.**

**A. General Information**

1. Legal name of the Supplier \_\_\_\_\_
2. d.b.a. name, if applicable \_\_\_\_\_
3. Supplier Main Address \_\_\_\_\_
4. Type of Business Entity \_\_\_\_\_
5. Supplier Tax Identification number \_\_\_\_\_
6. Supplier Dun & Bradstreet number \_\_\_\_\_
7. Supplier Contact for this Agreement \_\_\_\_\_
8. Supplier Contact Facsimile number \_\_\_\_\_
9. Supplier Contact E-Mail Address \_\_\_\_\_
10. Connecticut PURA Docket Number for Supplier License \_\_\_\_\_

**B. Billing and Banking Information for wire transfer**

1. Name of receiving bank (to accept electronic transfer of customer payments)  
\_\_\_\_\_
2. Routing and transit number (ABA number) \_\_\_\_\_
3. Bank account number \_\_\_\_\_
4. Name on bank account \_\_\_\_\_

**C. Bill Print Supplier Information for UI Rendered Customer bills**

- 1) Company Name\* \_\_\_\_\_
- 2) Toll free telephone number \_\_\_\_\_
- 3) Website URL\* \_\_\_\_\_

4) Company Address (City, State, Zip Code)\_\_\_\_\_

\*Length restrictions may apply.

**D. ISO-NE Load Asset information**

1. Name of the Participant in whose Settlement the Supplier's Load Asset(s) will be served\_\_\_\_\_
2. Applicable Load Asset Number(s)\_\_\_\_\_
3. Supplier Contact Name and phone number (for Load Asset reporting issues)  
\_\_\_\_\_
4. Supplier Contact facsimile number (for Load Asset reporting issues)  
\_\_\_\_\_
5. Supplier Contact e-mail address (for Load Asset reporting issues)  
\_\_\_\_\_

**E. Notices to Supplier shall go to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax number: \_\_\_\_\_

Electronic Mail: \_\_\_\_\_

Printed \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

### ELECTRIC SUPPLIER EDI INFORMATION Trading Partner Agreement

*(Current EDI requirements and UI EDI information is posted and maintained on the UI website)*

**Supplier EDI Business Contact** \_\_\_\_\_

Company \_\_\_\_\_

Telephone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

**Supplier EDI Technical Contact** \_\_\_\_\_

Company \_\_\_\_\_

Telephone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

**NAESB Vendor:** \_\_\_\_\_

ITEM	Test Environment	Production Environment
ISA Qualifier		
ISA Number		
GS Information		
DUNS+4 (N1*8S)		

Delimiter Information	Supplier Delimiter
Element Delimiter	
Sub-element Delimiter	
Segment Delimiter	

NAESB Information	Test Environment	Production Environment
URL: Port/CGI & IP		
PGP User ID		
HTTPS Login ID		
HTTPS Login Password		
NAESB Common Code (To/From) ID		

**THE UNITED ILLUMINATING COMPANY**  
**TERMS AND CONDITIONS FOR**  
**TRANSACTIONS WITH ELECTRIC SUPPLIERS**

1. Applicability

A. The following Terms and Conditions shall apply to Electric Suppliers transacting business with Customers of the Company.

B. These Terms and Conditions, and each of the Company's rates and service agreements, are subject to the jurisdiction of PURA and may, with its approval, be revised, amended, supplemented or superseded in whole or in part from time to time according to the procedures provided in PURA regulations and the Connecticut General Statutes.

C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable Connecticut General Statutes and to the orders and regulations of the PURA.

2. Definitions

**"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.

**"Business Day"** shall mean a day for which commercial banks are open for business in Connecticut.

**"Company" or "UI"** shall mean The United Illuminating Company.

**"Customer"** 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.

**"Customer's Premise"** 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, regulations adopted by the PURA (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 Premise."

"**Customer Delivery Point**" shall mean the Company's meter or such other point designated by the Company located on the Customer's premises.

"**Distribution Company**" or "**Company**" shall mean The United Illuminating Company.

"**Delivery Service**" shall mean the delivery of retail end use electricity to Customers by the Distribution Company.

"**Electric Generation Service**" or "**Generation Service**" shall mean the sale of All Requirements Service to a Customer by an Electric Supplier or the Company.

"**Electric Supplier** or "**Supplier**" shall mean any entity licensed by PURA to provide Electric Generation Service to retail Customers of the Company, with the following exceptions: (1) The Company's provision of Generation Service to distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

"**Electronic Business Transaction**" or "**EBT**" shall mean the electronic business transactions which shall be used by the Company and Electric Suppliers to exchange business information, as approved by the PURA as part of the Report by the Connecticut EBT Working Group, and as may be modified from time to time.

"**Enrollment Period**" shall mean, for a particular Customer, the period of time during which an Electric Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service as defined by the Connecticut Electronic Business Transaction Working Group Report approved by PURA in Docket 98-06-17. The enrollment period commences two (2) Business Days prior to the Customer's scheduled cycle meter-read date and ends two (2) Business Days prior to the Customer's next scheduled cycle meter-read date.

"**FERC**" shall mean the Federal Energy Regulatory Commission and any successor.

"**ISO-NE**" shall mean the ISO New England, Inc. and any successor.

"**Load(s)**" shall mean electrical load measured in Megawatt Hours.

"**Load Asset**" shall mean a physical Load that has been registered in accordance with ISO "Load Asset Registration Process" in effect from time to time.

"**NEPOOL**" shall mean the New England Power Pool, and any successors.

"**NEPOOL PTF**" or "**PTF**" shall mean Pool Transmission Facilities as defined in the Rules.

**“New England Control Area”** shall have the meaning set forth in Section II of the **Tariff**.

**“Participant”** shall mean an eligible Entity as defined in the Rules.

**"PURA"** shall mean the Connecticut Public Utilities Regulatory Authority.

**“Rules”** shall mean the Restated NEPOOL Agreement, the ISO-NE Agreement, the NEPOOL Tariff, the Market Rule 1, or successor or replacement agreements and their amendments, tariffs, or rules, on file with the FERC.

**"Standard Service"** shall mean Generation Service provided by the Distribution 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.

**“Tariff”** shall mean the ISO-NE’s Transmission, Markets and Services Tariff, as on file with the FERC and as amended from time to time.

**"Terms and Conditions"** shall mean these Terms and Conditions for Transactions with Electric Suppliers.

### 3. Obligations of Parties

#### A. Customer

A Customer desiring to take Generation Service from an Electric Supplier will:

- (1) Provide notification to the Company if the Customer wants to be excluded from any solicitation lists provided to Electric Suppliers;
- (2) Provide the Electric Supplier an applicable account identifier (currently POD ID) and four character customer name key corresponding to the Customer Delivery Point with the Company;
- (3) Provide authorization for release of historical electric usage, as defined by PURA Regulations and Connecticut General Statutes; and
- (4) Select one Electric Supplier for each Customer Delivery Point at any given time. The Customer may designate an agent to make the selection of the Electric Supplier of Generation Service for the Customer. This Electric Supplier and the Load Asset assigned by the Electric Supplier are the Supplier and Load Asset of record for purposes of the Distribution Company’s (1) reporting of Load to ISO-NE, and (2) providing metering, billing and collection services. The Customer must provide the selected Electric Supplier with the information necessary to

allow the Electric Supplier to initiate Generation Service, in accordance with Section 4A, below.

B. Distribution Company

The Company will:

- (1) Arrange for or provide (i) regional network transmission service over NEPOOL PTF and (ii) local network transmission service from NEPOOL PTF to the Company's distribution system for each Customer, unless the Customer or its Electric Supplier otherwise arranges for such service;
- (2) Deliver electricity over distribution facilities to each Customer Delivery Point;
- (3) Provide Customer information (which may include name, address, rate class and if available, telephone number) to Electric Supplier when such Customers have not requested such information remain confidential;
- (4) Provide customer service and support for Delivery Service and, if contracted by the Electric Supplier, for Generation Service in accordance with Section 7A.2 below;
- (5) Provide service connections and service terminations; i.e. physically connect or disconnect the meter;
- (6) Read retail Customers' revenue meters;
- (7) Produce and send bills to Customers reflecting all unbundled charges, including Generation Services;
- (8) Provide customer service for billing inquiries for Delivery Service and, if contracted by the Electric Supplier, for Generation Service in accordance with Section 7A.2 below;
- (9) Provide customer service for general questions about Delivery Service;
- (10) Report to ISO-NE, Load Asset data measured at the PTF, in accordance with Section 8 (Determination of Hourly Loads) below;
- (11) Process the EBTs submitted by Electric Suppliers, and send the necessary electronic business transactions to Electric Suppliers, in accordance with Section 4 (Initiation and Termination of Generation Service), below;
- (12) Provide information on rate tariffs, billing cycles, and load profiles, on its Internet Web Site or by alternate electronic means;

- (13) Provide Generation Service to Customers in accordance with the Company's tariff(s);
- (14) Provide, if available, twelve months of historic usage (kWh) data on customers' bills, in addition to the usage data for the current billing period;
- (15) Adhere to the business rules and regulations as approved by PURA in Docket 98-06-17, or other dockets as approved by PURA;
- (16) Provide initial and on-going information to licensed Electric Suppliers that will include information on the Company's customer information system and the relationship with the Electric Supplier; and
- (17) Provide the Electric Supplier a report with settlement Load Asset data in a format currently in use by ISO-NE for the reporting of electrical Load.

C. Electric Supplier

The Electric Supplier:

- (1) Must meet the registration and licensing requirements established by the Connecticut General Statutes and PURA regulations and, in addition, either (i) be a Participant and have a registered Load Asset number in the Company's metering domain subject to a settlement calculation or (ii) have an agreement in place with a Participant who has a registered Load Asset in the Company's metering domain whereby the Participant agrees to include the Load to be served by the Electric Supplier in such Load Asset subject to a settlement calculation;
- (2) Shall be responsible for providing All-Requirements Service;
- (3) Shall provide Generation Service to Customers;
- (4) Shall be required to complete testing of the EBTs required to facilitate retail access prior to the initiation of Generation Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth by the Company and/or applicable PURA regulations;
- (5) Shall be required to enter into a Service Agreement with the Distribution Company prior to the initiation of Generation Service to any Customer in the Company's service territory;
- (6) Shall be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer;
- (7) Shall be responsible for obtaining the necessary authorization from each Customer prior to requesting historical usage information from the Company;

- (8) Shall assign a valid, registered ISO-NE Load Asset identification for each customer at the time the enrollment is submitted;
- (9) Shall electronically transmit information to the Company for customer enrollment, change or termination of Generation Service;
- (10) Shall utilize the Company's requested method for all transactions as defined in the Service Agreement;
- (11) Shall answer all general questions from its Customers regarding Generation Services;
- (12) Shall adhere to the business rules and regulations approved by PURA in Docket 98-06-17 or other dockets as approved by PURA;
- (13) Shall adhere to the Trading Partner Agreement established by the Company or its electronic transmission provider;
- (14) Shall initiate any investigation of a failed enrollment; and
- (15) Shall initiate any investigation of EBT errors.

#### 4. Initiation and Termination of Generation Service

##### A. Initiation of Generation Service

To initiate Generation Service to a Customer, the Electric Supplier shall submit an "enroll customer" (EBT) to the Company. The Electric Supplier shall not submit an "enroll customer" EBT until any applicable right of rescission has lapsed.

If the information in the EBT is verified by the Company as valid and correct, the Company shall send the Electric Supplier a "successful enrollment" EBT. The responsibility of the Electric Supplier to provide Generation Service to the Customer shall commence on the date of the Customer's next scheduled meter read. EBT transactions submitted less than two (2) Business Days prior to the Customer's next scheduled meter read date shall not become effective until the second following meter read date.

Multiple EBTs submitted by multiple Electric Suppliers for a single customer in an enrollment period shall be processed as follows: the first verified EBT transaction received by the Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

##### B. Termination of Generation Service

To notify the Company that an Electric Supplier wishes to terminate providing Generation Service to a Customer, the Electric Supplier shall submit a "supplier drops customer" EBT. Generation Service provided by the Electric Supplier for that Customer shall terminate on the date of the Customer's next scheduled meter read. EBT transactions submitted less than two Business Days prior to the Customer's next scheduled meter read date shall not become effective until the second meter read date thereafter. The Company shall send a "confirm drop date" EBT to the Electric Supplier.

A Customer may notify the Company that it wishes to terminate Generation Service from an Electric Supplier. The termination shall take effect on the date of the Customer's next scheduled meter read. The Company may terminate Generation Services sooner upon request from the Customer. The Customer shall be billed for an expedited meter reading charge as allowed by the PURA in Docket 98-06-17 or as amended in subsequent docket as approved by the PURA. The Company will send a "customer drops supplier" EBT to the Electric Supplier.

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

C. Customer Moves

A Customer who moves within the Company's service territory shall have the opportunity to notify the Company that the Customer seeks to continue Generation Service with its existing Electric Supplier, provided that the termination of the new account is created on the same day as the termination of the existing account. Upon proper notification, the Company shall send a "customer move" EBT to the Electric Supplier. For this process to be successful, the Customer's rate and meter at the Customer's new location must be compatible. If the rate and meter at the new location are not compatible, the Customer shall be transferred to Generation Service provided by the Company. Upon a change of the Customer's meter at the new location such that the rate and meter are compatible, the Electric Supplier may submit an enrollment transaction for this Customer.

D. New Customer

A new Customer moving into the Company's service territory shall, for the initial billing period, be assigned to the Company's Generation Service. A Supplier may enroll such Customer once Electric Service has been initiated to that Customer. The Electric Supplier must submit an "enroll customer" transaction to the Company in order to initiate Generation Service in accordance with Section 4.A. above ("Initiation of Generation Service").

E. Other Provisions

The Distribution Company and Suppliers shall send a "change enrollment detail" EBT to change any Customer information previously provided to or by the Company.

If any EBTs are rejected by the Company, the Company will send an "error" EBT to the Electric Supplier identifying the reason for the rejection.

F. Fees

The Company may charge fees to Electric Suppliers for processing the transactions described above, as approved by PURA. These fees are included in Appendix A.

5. Termination of Service

The Company may terminate Delivery Service to a Customer in accordance with the provisions set forth in its existing Terms and Conditions applicable to its retail tariffs for electric service. The Company shall provide electronic notification, using the Customer Usage and Billing Information transaction, to the Customer's Electric Supplier of record, upon final billing to the Customer. Once termination occurs, the provision of Generation Service to the Customer is no longer the obligation of the Electric Supplier. The Company shall not be liable for any revenue losses to the Electric Supplier as a result of any such termination.

6. Metering

A. Meter Reading

The Company shall meter each Customer's usage in accordance with tariff provisions and as outlined in the existing Terms and Conditions that apply to its retail tariffs for electric service.

Each Customer's usage shall be metered or estimated for purposes of reporting settlement information, as required, to ISO-NE.

B. Ownership of Metering Equipment

Should a Customer request a new meter or that a relay device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or device. The requested meter or device must meet the Company's requirements. The Customer shall bear the cost of providing and installing the meter or device. The meter or device shall remain the property of the Company. The Company shall complete installation of the meter or device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer. The Company shall bill the Customer upon installation.

7. Billing

The Company will issue a single bill, reflecting unbundled charges for electric service, to all Customers.

A. Billing Procedure

The Company will issue a single bill for Delivery Service to each Customer.

The Company will use the rates supplied by the Electric Supplier to calculate the Electric Supplier portion of Customer bills, and integrate this billing with its own billing in a single mailing to the Customer. When a bill is rendered to the Customer, the Company will send a "customer usage and billing information" (810) transaction EBT to the Electric Supplier.

The Distribution Company will pay the Electric Supplier in accordance with the Company's Bills Rendered Methodology which is referenced in the Service Agreement between the Company and the Electric Supplier and as filed in Docket 98-06-17, as may be amended and approved by PURA from time to time.

1. Changes to Rate Classes

If an Electric Supplier requests different customer classes or rate structures than those classes or structures offered by the Company, the Company will accommodate changes to the billing system, if reasonably possible, at the Electric Supplier's sole cost and expense. The costs and expenses of making the designated changes and the time frame required will be quoted by the Company to the Electric Supplier prior to the start of any programming or system modifications.

2. Optional Customer Services

Upon request by an Electric Supplier, the Company may offer optional customer services to Electric Suppliers. Pricing for these optional services will be customized to the Electric Supplier's needs, and will be dependent on the specific customer services required by the Electric Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested.

3. Existing Fees & Charges

Existing Company service fees, such as interest charges for unpaid balances and bad check charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions that apply to its tariffs for retail Delivery Service, applicable to all Customers.

B. Definition

On-Peak/Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable tariffs on file with PURA.

C. Fees

The Company may charge fees to Electric Suppliers for providing the services described in these Terms and Conditions or as included in the applicable Service Agreement between the Company and the Electric Supplier. These fees are included in Appendix A.

8. Determination of Hourly Loads

A. For each Load Asset, hourly Loads for each day will be estimated or telemetered and reported daily for ISO-NE load settlement. The Company will utilize industry recognized methodologies to determine the Load reported to ISO-NE. The total of all reported hourly Load will be reconciled to the appropriate total hourly Load for the Company.

B. The Company will report hourly Load to ISO-NE in accordance with the appropriate Rules in effect at the time.

C. To refine the estimates of the reported Load Asset values that result from the estimated Customer hourly Load, a monthly calculation may be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.

D. The process of Load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the Electric Supplier for any costs that are associated with such estimating errors.

9. Liability and Indemnification

The liability of the Electric Supplier to the Customer shall be as set forth in the specific Supplier Service Agreement.

The liability of the Electric Supplier to the Company shall be as set forth in the applicable Service Agreement between the Supplier and the Company.

Effective: September 5, 2013

*The United Illuminating Company*

*Decoupling Rider DR*

The Company's annual distribution revenue requirement as approved by the Department of Public Utility Control (Department) in a regulatory proceeding shall be trued up at the end of the 12 month period comprising the rate year as determined by the Department. Each customer shall be credited or charged, on a kilowatt hour (kWh) basis, for the under or over recovery of the difference between the Department approved annual distribution revenue requirement and UI's distribution revenues for that period. That difference shall be determined and approved by the Department at the time of the annual Decoupling proceeding and shall reflect actual sales and revenue data. The credit or charge per kWh shall be determined by dividing that total difference in revenues for the preceding rate year by the kWh sales anticipated for the 11 month period over which the Decoupling rate will be applied. The present decoupling adjustment is a debit of \$0.001862 per kWh. Sales will be determined by the Department and may reflect the sales forecast that established base rates or could be calculated by using then current sales data or other means.

A decoupling adjustment will not be applied to customer bills if the total under or over recovery of the allowed decoupling revenue requirement does not exceed \$1 million and the difference shall be deferred for inclusion in a future decoupling adjustment filing or rate case proceeding whichever occurs first. The Company will submit an annual decoupling filing which shall be subject to full review by the Department. The filing shall be submitted as soon as rate year data is available. Any applicable charge or credit will be applied to customer bills for the 12 months beginning approximately 60 days following the rate year subject to reconciliation, or such other period as determined by the Department. There will be no carrying costs assigned to either an over or under recovery or to any deferral under the decoupling mechanism.

**Applicability:**

This Rider applies to all customers, rates, and riders.

**Effective:** *April 1, 2020*

*Effective April 1, 2020  
Decision dated April 2, 2020  
Docket No. 16-06-04*

*Supersedes C.P.U.C.A. No. 1038  
Effective April 1, 2019  
Decision dated March 18, 2019  
Docket No. 16-06-04*

**The United Illuminating Company**

**Purchased Power Adjustment Clause**

*Applies throughout the Company's Service Area to all transitional standard offer customers.*

The rate per kWh shall be increased or decreased, as appropriate, in accordance with the following formula for UI's standard offer customers. The Purchased Power Adjustment Clause (PPAC) rate for any billing period should result from the following calculation:

$$\frac{[(\text{Current Period GSC Costs} - \text{Current Period GSC Revenues}) + \text{Prior Period Adjustment}]}{\text{Projected Standard Offer GSC kWh Sales}}$$

**Definitions:**

- |   |   |  |
|---|---|--|
| Current Period<br>GSC Costs               | = | Actual costs of the power supply purchased for standard offer service customers for an historical six-month period.  |
| Current Period<br>GSC Revenues            | = | Base rate revenue component of the GSC rate times standard offer sales for the six-month period used in the calculation of Current Period GSC Costs. The base rate revenue component of the GSC consists of the charge attributable to recover the cost of the initial or wholesale standard offer power supply cost embedded in the GSC rate. This value does not include that portion of the GSC designed to recover CTA revenues. |
| Prior Period Adjustment                   | = | Difference between projected and actual revenue recovery from the previous PPAC billing period.  |
| Projected Standard<br>Offer GSC kWh Sales | = | Projected standard offer sales for the upcoming six-month period.  |

*C.P.U.C.A. No. 594 (continued)*

The purchased power adjustment clause operates only if the result of the PPAC charge or credit equals or exceeds \$.00001 per kilowatt-hour.

If the cost of Standard Offer Service supply increases, the PPAC may change, subject to the approval of the Department of Public Utility Control.

*Effective: July 1, 2011*

*Effective July 1, 2011  
Decision dated June 23, 2004  
Docket No. 04-02-09*

*Supersedes C.P.U.C.A. No. 374  
Effective January 1, 2004  
Decision dated December 29, 2003  
Docket No. 03-07-15*

**The United Illuminating Company**  
**Transmission Adjustment Clause**

*Applies throughout the Company's Service Area*

The Company shall reconcile the transmission revenues collected from customers against the projected transmission revenue requirements calculated for such services. The reconciliation will recover or refund, with interest calculated at the Company's weighted average cost of capital used for its distribution rate, any under or over collection of transmission revenues in accordance with the semi-annual reconciliation.

TAC Rates:

Residential Rate Applicable to Rates R and RT	0.0000¢/kWhr
Non-Residential Rate Applicable to all other Rates (except Special Contract Customers)	0.0000¢/kWhr

The TAC rate is applied on a per kilowatt-hour basis (i.e., the above rate times the kilowatt-hours), and shall be in addition to the existing base Transmission Rate stated in the applicable tariff. The TAC rate shall be added (credited) to the base Transmission Rate and the total amount included in a single line item on customers' bills.

The TAC is not applicable to Special Contract Customers.

***Effective Date: January 1, 2020***

Effective January 1, 2020  
Decision Dated December 23, 2019  
Docket Nos. 19-01-02, 20-01-02 & 20-03-02

Supersedes C.P.U.C.A. No. 1039  
Effective July 1, 2019  
Decision Dated June 20, 2019  
Docket Nos. 19-01-02 & 19-03-02

**The United Illuminating Company**

**Residential Rate R**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is for all normal residential requirements and qualifying veterans organizations, agricultural, campground and marina usage.

**Character of Service:**

Service is alternating current, nominally 60 cycles, single phase or single and three phase where secondaries of the proper character exist at the service location.

**Rate Per Month:**

**Generation Charges**

**January - June**

Standard Service Generation	9.3694¢/kWh
Bypassable FMCC	0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC) **	0.6942¢/kWh
Conservation Charge **	0.4790¢/kWh
Renewable Energy Charge **	0.1000¢/kWh

**Non-Bypassable FMCC\***

Winter:	Jan. – May	1.5422¢/kWh
	Oct. – Dec.	1.5422¢/kWh
Summer:	June – Sept.	1.9278¢/kWh

*\* Federally Mandated Congestion Costs*

*\*\* On bills these items are combined and labeled "Combined Public Benefits Charge".*

Transmission Charge		
Winter:	Jan. – May	2.5386¢/kWh
	Oct. – Dec.	2.5386¢/kWh
Summer:	June – Sept.	3.1733¢/kWh

**Distribution Charges:**

*Basic Service Charge:* \$ 12.84

*Charge per Kilowatt-hour:*

*Summer: June – Sept. 9.1435¢*

*Winter: Oct. - May 9.1435¢*

**Provision for Bulk Metering of Multi-Unit Dwellings:**

Where two or more individual apartments are metered through a single meter in accordance with 3a of the Company's Terms and Conditions, a discount of:

\$5.19 per month for each of the second through the tenth individual apartments

plus

\$5.84 per month for each additional individual apartment

will be applied to the Customer's Basic Service Charge.

**Minimum Bill:**

\$12.84 per month.

**Purchased Power Adjustment Clause:**

The above *Rate per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

**Effective:**        *March 1, 2021*

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A No. 2007  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**

**Residential Time-of- Day Rate RT**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is optional for all individually metered residential requirements and qualifying veterans organizations, agricultural, campground and marina usage subject to the availability and installation of appropriate metering equipment.

Upon request of the customer, Company owned water heater load control devices will be programmed to coincide with the current off-peak hours under Rate RT.

**Character of Service:**

Service is alternating current, nominally 60 cycles, single phase or single and three phase where secondaries of the proper character exist at the service location.

**Rate Per Month:**

**Generation Charges**

**January - June**

Standard Service Generation  
Bypassable FMCC

**On-Peak**

11.9280¢/kWh  
0.0000¢/kWh

**Off-Peak**

8.4280¢/kWh  
0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC) \*\*  
Conservation Charge\*\*  
Renewable Energy Charge\*\*

0.6942¢/kWh  
0.4790¢/kWh  
0.1000¢/kWh

Non-Bypassable FMCC\*

		<b>On- Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	4.2341¢/kWh	0.0000¢/kWh
	Oct. – Dec.	4.2341¢/kWh	0.0000¢/kWh
Summer:	June – Sept.	5.2927¢/kWh	0.0000¢/kWh

\*Federally Mandated Congestion Costs

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

Transmission Charge

		<b>On- Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	9.9471¢/kWh	0.0000¢/kWh
	Oct. – Dec.	9.9471¢/kWh	0.0000¢/kWh
Summer:	June – Sept.	12.4339¢/kWh	0.0000¢/kWh

**Distribution Charges:**

*Basic Service Charge:* \$12.84

*Charge per Kilowatt-hour:*

**Summer: June - Sept.**

On-Peak	7.4452¢
Off-Peak	7.4452¢

**Winter: Oct. - May**

On-Peak	7.4452¢
Off-Peak	7.4452¢

**Off-Peak Hours:**

The hours after 8 P.M. and before 12 P.M. on weekdays, Eastern Prevailing Time, and all weekend hours.

**Minimum Bill:**

\$ 12.84 per month.

**Purchased Power Adjustment Clause:**

The above *Rate per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

**Effective:**        *March 1, 2021*

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A. No. 2008  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company  
Residential Load Control Rider RLC**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this Rider is optional where the Customer's requirements for electric service include loads which have the potential to operate primarily during Off-Peak Hours, and automatic load control is both beneficial and desirable. To qualify for service under this rate, equipment must be of a size and design approved by the Company and must be installed in accordance with the Company's specifications.

**Character of Service:**

Service (i.e., normal installation and maintenance of the equipment) is provided for automatic load control including a load control center installed as a 100 Amp sub-panel of the Customer's main electric service which shall include a main disconnect, a double pole 20 amp breaker, two single pole 15 amp breakers, a 115V double outlet grounded receptacle and a load control device synchronized to the off-peak hours of the Customer's TOU rate.

**Installation:**

The Customer may designate any load equal to or less than the rated capacity of installed load control equipment. Normal installation of the load control center is within 15 feet of the Customer's main electric service panel and with unrestricted access. Connection of the designated load to the load center is the responsibility of the Customer. The Customer may elect to hire their own electrician to meet this criteria or if the Customer elects to use UI, the work will be charged at the Company's standard labor and material rates. These costs may be paid in one lump sum or three equal payments on the Customer's electric bill.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time are a part of this Addendum where not inconsistent with any specific provisions hereof.

**Rate per Month:**

Load Control Center Installed as Sub-Panel of Main Electric Service:      \$4.85

**Minimum Term of Service:**

One Year.

**Effective: January 1, 2007**

**Effective January 1, 2007  
Decision dated August 30, 2006  
Docket 05-06-04 Supplemental Decision**

**The United Illuminating Company**

**General Service Rate GS**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is for all requirements on a Customer's Premises, provided the Customer's demand does not exceed 500 kW in two consecutive months.

Effective June 1, 2009 all customers with 200 kW or greater must take service under Rates GST or LPT and on June 1, 2010 customers with demands of 100 kW or greater must take service under Rates GST or LPT. After the customer is placed on Rates GST or LPT, the customer must remain on a time-of-day rate.

**Character of Service:**

Service is alternating current, nominally 60 cycles, single phase or single and three phase at one standard secondary voltage as determined in accordance with the Company's Requirements for Electric Service.

Service will be delivered at one point through a single meter except as may be provided in Section 10b of the Company's Terms and Conditions. When the Company elects to meter service at primary voltage, the kilowatt-hours metered will be reduced by 3% for billing purposes.

**Rate per Month:**

**Generation Charges**

**January - June**

Standard Service Generation	9.0725¢/kWh
Bypassable FMCC	0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

*\*\* On bills these items are combined and labeled "Combined Public Benefits Charge".*

**Non-Bypassable FMCC\***

Non-Demand and Unmetered  
Rate Charge Per kWh

Winter:	Jan. – May	1.9960¢/kWh
	Oct. – Dec.	1.9960¢/kWh
Summer:	June – Sept.	2.4949¢/kWh

Demand Rate Charge Per kW

Winter:	Jan. – May	\$ 2.62/kW
	Oct. – Dec.	\$ 2.62/kW
Summer:	June – Sept.	\$ 3.28/kW

\* Federally Mandated Congestion Costs

**Transmission Charge:**

Non-Demand and Unmetered  
Rate Charge Per kWh

Winter:	Jan. – May	4.6921¢/kWh
	Oct. – Dec.	4.6921¢/kWh
Summer:	June – Sept.	5.8652¢/kWh

Demand Rate Charge Per kW

Winter:	Jan. – May	\$ 4.70/kW
	Oct. – Dec.	\$ 4.70/kW
Summer:	June – Sept.	\$ 5.87/kW

**Distribution Charges:**

Where Demand is not billed:

***Basic Service Charge:***

Unmetered	\$	13.81
Non-Demand	\$	16.98

***Charge per Kilowatt-hour:***

**Summer: June - Sept.**

Unmetered	8.0166¢
Non-Demand	7.8225¢

**Winter: Oct. - May**

Unmetered	8.0166¢
Non Demand	7.8225¢

Where Demand is billed:

<b><i>Basic Service Charge:</i></b>	\$	52.30
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**Summer: June – Sept.**

Demand Charge	\$	11.34 per kilowatt of Demand
Charge per Kilowatt-hour		1.3622¢

**Winter: Oct. – May**

Demand Charge	\$	11.34 per kilowatt of Demand
Charge per Kilowatt-hour:		1.3622¢

**Minimum Bill:**

The applicable Basic Service Charge but not less than \$11.34 per kilowatt of Demand.

**Purchased Power Adjustment Clause:**

The above *Rate per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Demand:**

Where consumption exceeds 1560 kilowatt hours per month for a single monthly billing cycle, a demand meter will be installed and the customer must remain on the demand rate.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

**Effective:**        *March 1, 2021*

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A No. 2009  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**

**General Service Time-of- Day Rate GST**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is optional for all requirements on a Customer's Premises, subject to the availability and installation of metering equipment.

**Character of Service:**

Service is alternating current, nominally 60 cycles, single or three phase at one standard secondary voltage as determined in accordance with the Company's Requirements for Electric Service.

Service will be delivered at one point through a single meter. When the Company elects to meter the service at primary voltage the kilowatt-hours metered will be reduced by 3% for billing purposes.

**Rate Per Month:**

**Generation Charges**

**January - June**

Standard Service Generation  
Bypassable FMCC

**On-Peak**  
11.1171¢/kWh  
0.0000¢/kWh

**Off-Peak**  
8.1171¢/kWh  
0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC)\*\*  
Conservation Charge\*\*  
Renewable Energy Charge\*\*

0.7071¢/kWh  
0.4790¢/kWh  
0.1000¢/kWh

Non-Bypassable FMCC\* (Non Demand)

		<b>On-Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	3.3209¢/kWh	0.0000¢/kWh
	Oct. – Dec.	3.3209¢/kWh	0.0000¢/kWh
Summer	June – Sept.	4.1511¢/kWh	0.0000¢/kWh



**Winter: Oct. - May**

On-Peak Hours	3.1925¢
Off-Peak Hours	3.1925¢
Where Demand is billed:	
<b>Basic Service Charge:</b>	\$ 83.53

**Summer: June – Sept.**

Demand Charge:	
On-peak hours	\$ 4.70 per kilowatt
Off-peak hours	\$ 4.70 per kilowatt of Excess kW
Charge per Kilowatt-hour:	
On-peak hours	2.5547¢
Off-peak hours	2.5547¢

**Winter: Oct. – May**

Demand Charge:	
On-peak hours	\$ 4.70 per kilowatt
Off-peak hours	\$ 4.70 per kilowatt of Excess kW
Charge per Kilowatt-hour:	
On-peak hours	2.5547¢
Off-peak hours	2.5547¢

**Demand:**

Where consumption exceeds 1560 kilowatt hours per month for a single monthly billing cycle, a demand meter will be installed and the customer must remain on the time-of-day rate.

The On-peak Demand will be the greatest demand registered during the on-peak hours of the month. The Off-peak Demand will be the greatest demand registered during the off-peak hours of the month.

**Determination of Excess Demand:**

The Excess kW is the amount of kW by which the Off-peak Demand exceeds the On-peak Demand.

**Off-Peak Hours:**

The hours after 6 P.M. and before 10 A.M. on weekdays Eastern Prevailing Time, and all weekend hours.

**Minimum Bill:**

The applicable Basic Service Charge but not less than:  
\$8.71 per kilowatt of On-Peak Demand in the summer months.  
\$7.41 per kilowatt of On –Peak Demand in the winter months.

**Purchased Power Adjustment Clause:**

The above *Rate Per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company’s Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company’s DR Rider C.P.U.C.A. No. 634.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company’s Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

**Effective:**        *March 1, 2021*

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No.21-02-01*

*Supersedes C.P.U.C.A. No. 2010  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**

**General Service Time-of- Day Transmission Voltage Service Rate GST-TRA**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is optional for all requirements on a Customer's Premises, subject to the design, availability, and installation of metering and ancillary equipment, and further subject to design requirements and the provision of all necessary metering and facilities, at the customer's expense, as determined by the Company.

**Character of Service:**

Service is alternating current, nominally 60 cycles, single or three phase at 115,000 volts as determined in accordance with the Company's Requirements for Electric Service.

Service will be delivered at one point through a single meter.

**Rate Per Month:**

**Generation Charges**

<b>January - June</b>	<b>On-Peak</b>	<b>Off-Peak</b>
Standard Service Generation	11.1171¢/kWh	8.1171¢/kWh
Bypassable FMCC	0.0000¢/kWh	0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC)**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

Non-Bypassable FMCC

		<b>On- Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	\$3.37/kW	0.0000¢/kW
	Oct. – Dec.	\$3.37/kW	0.0000¢/kW
Summer:	June – Sept.	\$4.21/kW	0.0000¢/kW

\* Federally Mandated Congestion Costs

\*\* On bills these items are combined and labeled “Combined Public Benefits Charge”.

**Transmission Charge**

		<b>On-Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	\$ 6.61/kW	\$0.00/kW
	Oct. – Dec.	\$ 6.61/kW	\$0.00/kW
Summer:	June – Sept.	\$ 8.38/kW	\$0.00/kW

**Demand:**

The On-peak Demand will be the greatest demand registered during the on-peak hours of the month. The Off-peak Demand will be the greatest demand registered during the off-peak hours of the month.

**Determination of Excess Demand:**

The Excess kW is the amount of kW by which the Off-peak Demand exceeds the On-peak Demand.

**Off-Peak Hours:**

The hours after 6 P.M. and before 10 A.M. on weekdays Eastern Prevailing Time, and all weekend hours.

**Minimum Bill:**

The Transmission Charge per kilowatt of On-Peak Demand.

**Purchased Power Adjustment Clause:**

The above *Rate Per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

*Effective: March 1, 2021*

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Cancelling C.P.U.C.A No. 2011  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**

**General Service Time-of- Day Rate GST – Last Resort Service**

*Applies throughout the Company’s Service Area.*

**Availability:**

Service under this rate is optional for all requirements on a Customer’s Premises, subject to the availability and installation of metering equipment.

**Character of Service:**

As of January 1, 2007 supplier of last resort service will be supplied to large customers (those with peak demand of 500 kilowatts or more), other than those on special contracts or flexible tariffs.

Service is alternating current, nominally 60 cycles, single or three phase at one standard secondary voltage as determined in accordance with the Company’s Requirements for Electric Service.

Service will be delivered at one point through a single meter. When the Company elects to meter the service at primary voltage the kilowatt-hours metered will be reduced by 3% for billing purposes.

**Rate Per Month:**

**Last Resort Service Generation**

	<b>On-Peak</b>	<b>Off-Peak</b>
April	8.5885¢/kWh	8.5885¢/kWh
May	7.4575¢/kWh	7.4575¢/kWh
June	6.8055¢/kWh	6.8055¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC)**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

Non-Bypassable FMCC\*

		<b>On- Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	\$3.37/kW	\$0.00/kW
	Oct. – Dec.	\$3.37/kW	\$0.00/kW
Summer:	June – Sept.	\$4.21/kW	\$0.00/kW

\*Federally Mandated Congestion Costs

**Transmission Charge**

		<b>On- Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	\$7.06/kW	\$0.00/kW
	Oct. – Dec.	\$7.06/kW	\$0.00/kW
Summer:	June – Sept.	\$8.83/kW	\$0.00/kW

**Distribution Charges:**

**Basic Service Charge:** \$ 83.53

**Summer: June – Sept.**

Demand Charge:

On-peak hours \$ 4.70 per kilowatt  
 Off-peak hours \$ 4.70 per kilowatt of Excess kW

Charge per Kilowatt-hour:

On-peak hours 2.5547¢  
 Off-peak hours 2.5547¢

**Winter: Oct. – May**

Demand Charge:

On-peak hours \$ 4.70 per kilowatt  
 Off-peak hours \$ 4.70 per kilowatt of Excess kW

Charge per Kilowatt-hour:

On-peak hours 2.5547¢  
 Off-peak hours 2.5547¢

**Demand:**

Where consumption exceeds 1560 kilowatt hours per month for a single monthly billing cycle, a demand meter will be installed and the customer must remain on the time-of-day rate.

The On-peak Demand will be the greatest demand registered during the on-peak hours of the month. The Off-peak Demand will be the greatest demand registered during the off-peak hours of the month.

**Determination of Excess Demand:**

The Excess kW is the amount of kW by which the Off-peak Demand exceeds the On-peak Demand.

**Off-Peak Hours:**

The hours after 6 P.M. and before 10 A.M. on weekdays Eastern Prevailing Time, and all weekend hours.

**Minimum Bill:**

The applicable Basic Service Charge but not less than:  
\$8.71 per kilowatt of On-Peak Demand in the summer months.  
\$7.41 per kilowatt of On –Peak Demand in the winter months.

**Purchased Power Adjustment Clause:**

The above *Rate Per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

***Effective: April 1, 2021***

*Effective April 1, 2021  
Decision dated February 24, 2021  
Docket No. 21-01-02*

*Supersedes C.P.U.C.A. No. 2028  
Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

**The United Illuminating Company**

**General Service Time-of- Day Transmission Voltage Service Rate GST-TRA – Last Resort Service**

*Applies throughout the Company’s Service Area.*

**Availability:**

Service under this rate is optional for all requirements on a Customer’s Premises, subject to the design, availability, and installation of metering and ancillary equipment, and further subject to design requirements and the provision of all necessary metering and facilities, at the customer’s expense, as determined by the Company.

**Character of Service:**

As of January 1, 2007 supplier of last resort service will be supplied to large customers (those with peak demand of 500 kilowatts or more), other than those on special contracts or flexible tariffs.

Service is alternating current, nominally 60 cycles, single or three phase at 115,000 volts as determined in accordance with the Company’s Requirements for Electric Service.

Service will be delivered at one point through a single meter.

**Rate Per Month:**

**Last Resort Service Generation**

	<b>On-Peak</b>	<b>Off-Peak</b>
April	8.5885¢/kWh	8.5885¢/kWh
May	7.4575¢/kWh	7.4575¢/kWh
June	6.8055¢/kWh	6.8055¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC)**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

Non-Bypassable FMCC\*

		<b>On- Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	\$3.37/kW	\$0.00/kW
	Oct. – Dec.	\$3.37/kW	\$0.00/kW
Summer:	June – Sept.	\$4.21/kW	\$0.00/kW

\*Federally Mandated Congestion Costs

**Transmission Charge**

		<b>On- Peak</b>	<b>Off-Peak</b>
Winter:	Jan. – May	\$6.61/kW	\$0.00/kW
	Oct. – Dec.	\$6.61/kW	\$0.00/kW
Summer:	June – Sept.	\$8.38/kW	\$0.00/kW

**Demand:**

The On-peak Demand will be the greatest demand registered during the on-peak hours of the month. The Off-peak Demand will be the greatest demand registered during the off-peak hours of the month.

**Determination of Excess Demand:**

The Excess kW is the amount of kW by which the Off-peak Demand exceeds the On-peak Demand.

**Off-Peak Hours:**

The hours after 6 P.M. and before 10 A.M. on weekdays Eastern Prevailing Time, and all weekend hours.

**Minimum Bill:**

The Transmission Charge per kilowatt of On-Peak Demand

**Purchased Power Adjustment Clause:**

The above *Rate Per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

*Effective: April 1, 2021*

*Effective April 1, 2021  
Decision dated February 24, 2021  
Docket No. 21-01-02*

*Supersedes C.P.U.C.A. No. 2029  
Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

**The United Illuminating Company**

**Large Power Time-of- Day Rate LPT**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is optional for all requirements on a Customer's Premises, subject to availability and installation of metering equipment.

**Character of Service:**

Service is alternating current, nominally 60 cycles, three phase, in accordance with the Company's Requirements for Electric Service.

Service will ordinarily be measured through a single meter at a primary voltage. In cases where service is measured at secondary voltage, the kilowatt-hours metered will be increased 3% for billing purposes.

**Time Periods:**

**(Eastern Prevailing Time)**

<i><b>On-Peak</b></i>	10 AM - 6 PM Weekdays
<i><b>Shoulder</b></i>	7 AM - 10 AM Weekdays 6 PM - 11 PM Weekdays
<i><b>Off-Peak</b></i>	11 PM - 7 AM Weekdays All Weekend Hours

**Rate Per Month:**

**Generation Charges**

<b>January - June</b>	<b>On-Peak</b>	<b>Shoulder/Off-Peak</b>
Standard Service Generation	11.2149¢/kWh	8.2149¢/kWh
Bypassable FMCC	0.0000¢/kWh	0.0000¢/kWh

Systems Benefits Charge (SBC)**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

Non-Bypassable FMCC\*

		On- Peak	Shoulder/Off-Peak
Winter:	Jan. – May	\$3.52/kW	\$0.00/kW
	Oct. – Dec.	\$3.52/kW	\$0.00/kW
Summer:	June – Sept.	\$4.40/kW	\$0.00/kW

Federally Mandated Congestion Costs

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

Transmission Charge

		On- Peak	Shoulder/Off-Peak
Winter:	Jan. – May	\$ 8.20/kW	\$0.00/kW
	Oct. – Dec.	\$ 8.20/kW	\$0.00/kW
Summer:	June – Sept.	\$10.24/kW	\$0.00/kW

Distribution Charges:

*Basic Service Charge:* \$ 345.49

Demand Charge per Kilowatt:

	Summer June-Sept.	Winter Oct.-May
On-Peak	\$ 11.35	\$ 11.35
Shoulder Excess	11.35	11.35
Off-Peak Excess	11.35	11.35

Charge per Kilowatt-hour:

	Summer June-Sept.	Winter Oct.-May
On-Peak	0.0000¢	0.0000¢
Shoulder	0.0000¢	0.0000¢
Off-Peak	0.0000¢	0.0000¢

*Minimum Monthly Bill:* \$ 345.49

**Determination of Demand Charge:**

The Demand Charge for each month will be the sum of the charges computed by applying the applicable Demand Charge Per Kilowatt to the demands as determined in accordance with the Company's Terms and Conditions and the following:

**On-Peak Demand:**

The greatest demand registered during the On-Peak hours of the month, but not less than 80% of the On-Peak Demand in the preceding months of June through September.

**Shoulder Excess Demand:**

The amount of demand by which the Shoulder Demand exceeds the On-Peak Demand, where the Shoulder Demand is the greatest demand registered during the Shoulder hours.

**Off-Peak Excess Demand:**

The lesser of the amount of demand by which the Off-Peak Demand exceeds either (a) the On-Peak Demand, or (b) the Shoulder Demand, where the Off-Peak Demand is the greatest demand registered during the Off-Peak hours of the month.

**Purchased Power Adjustment Clause:**

The above *Rate per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Special Provision:**

Where Customer's capacity requirement is 3,000 or more kVA and the Customer provides all transformers enabling service to be delivered and metered at a voltage of 13,800 or higher, a credit of \$0.198 per kilowatt of the greatest demand will be applied to the above rate.

**Minimum Term of Service:**

One year for non-generation service only .

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

In particular, in accordance with Term and Condition No. 10b, a Customer may apply to the Company for a billing demand adjustment when undertaking conservation and load management measures.

***Effective: March 1, 2021***

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A. No. 2014  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**

**Large Power Time-of- Day Transmission Voltage Service Rate LPT-TRA**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is optional for all requirements on a Customer's Premises, subject to the design, availability, and installation of metering and ancillary equipment, and further subject to design requirements and the provision of all necessary metering and facilities, at the customer's expense, as determined by the Company.

**Character of Service:**

Service is alternating current, nominally 60 cycles, single or three phase at 115,000 volts as determined in accordance with the Company's Requirements for Electric Service.

Service will be delivered at one point through a single meter.

<b>Time Periods:</b>	<b>(Eastern Prevailing Time)</b>
<i>On-Peak</i>	10 AM - 6 PM Weekdays
<i>Shoulder</i>	7 AM - 10 AM Weekdays 6 PM - 11 PM Weekdays
<i>Off-Peak</i>	11 PM - 7 AM Weekdays All Weekend Hours

**Rate Per Month:**

**Generation Charges**

<b>January - June</b>	<b>On-Peak</b>	<b>Shoulder/Off-Peak</b>
Standard Service Generation	11.2149¢/kWh	8.2149¢/kWh
Bypassable FMCC	0.0000¢/kWh	0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC)**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

Non-Bypassable FMCC\*

		<b>On- Peak</b>	<b>Shoulder/Off-Peak</b>
Winter:	Jan. – May	\$ 3.52/kW	\$0.00/kW
	Oct. – Dec.	\$ 3.52/kW	\$0.00/kW
Summer:	June – Sept.	\$ 4.40/kW	\$0.00/kW

Federally Mandated Congestion Costs

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

**Transmission Charge**

		<b>On- Peak</b>	<b>Shoulder/Off-Peak</b>
Winter:	Jan. – May	\$ 7.75/kW	\$0.00/kW
	Oct. – Dec.	\$ 7.75/kW	\$0.00/kW
Summer:	June – Sept.	\$ 9.79/kW	\$0.00/kW

**Minimum Monthly Bill:**

The Transmission Charge per kilowatt of On-Peak Demand.

**Determination of Demand Charge:**

The Demand Charge for each month will be the sum of the charges computed by applying the applicable Demand Charge Per Kilowatt to the demands as determined in accordance with the Company’s Terms and Conditions and the following:

**On-Peak Demand:**

The greatest demand registered during the On-Peak hours of the month, but not less than 80% of the On-Peak Demand in the preceding months of June through September.

**Shoulder Excess Demand:**

The amount of demand by which the Shoulder Demand exceeds the On-Peak Demand, where the Shoulder Demand is the greatest demand registered during the Shoulder hours.

**Off-Peak Excess Demand:**

The lesser of the amount of demand by which the Off-Peak Demand exceeds either (a) the On-Peak Demand, or (b) the Shoulder Demand, where the Off-Peak Demand is the greatest demand registered during the Off-Peak hours of the month.

**Purchased Power Adjustment Clause:**

The above *Rate per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Minimum Term of Service:**

One year for non-generation service only .

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

In particular, in accordance with Term and Condition No. 10b, a Customer may apply to the Company for a billing demand adjustment when undertaking conservation and load management measures.

**Effective: March 1, 2021**

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A. No. 2015  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**

**Large Power Time-of- Day Rate LPT- Last Resort Service**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is optional for all requirements on a Customer's Premises, subject to availability and installation of metering equipment.

**Character of Service:**

As of January 1, 2007 last resort service will be supplied to large customers (those with peak demand of 500 kilowatts or more), other than those on special contracts or flexible tariffs.

Service is alternating current, nominally 60 cycles, three phase, in accordance with the Company's Requirements for Electric Service.

Service will ordinarily be measured through a single meter at a primary voltage. In cases where service is measured at secondary voltage, the kilowatt-hours metered will be increased 3% for billing purposes.

**Time Periods:**

**(Eastern Prevailing Time)**

<i>On-Peak</i>	10 AM - 6 PM Weekdays
<i>Shoulder</i>	7 AM - 10 AM Weekdays 6 PM - 11 PM Weekdays
<i>Off-Peak</i>	11 PM - 7 AM Weekdays All Weekend Hours

**Rate Per Month:**

**Last Resort Service Generation**

	<b>On-Peak</b>	<b>Shoulder/Off-Peak</b>
April	8.5885¢/kWh	8.5885¢/kWh
May	7.4575¢/kWh	7.4575¢/kWh
June	6.8055¢/kWh	6.8055¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC)**	0.7071¢/kWh
Conservation Charge **	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

Non-Bypassable FMCC\*

	<b>On- Peak</b>	<b>Shoulder/Off-Peak</b>
Winter: Jan. – May	\$3.52/kW	\$0.00/kW
Oct. – Dec.	\$3.52/kW	\$0.00/kW
Summer: June – Sept.	\$4.40/kW	\$0.00/kW

*\*Federally Mandated Congestion Costs*

*\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.*

**Transmission Charge**

	<b>On- Peak</b>	<b>Shoulder/Off-Peak</b>
Winter: Jan. – May	\$ 8.20/kW	\$0.00/kW
Oct. – Dec.	\$ 8.20/kW	\$0.00/kW
Summer: June – Sept.	\$10.24/kW	\$0.00/kW

**Distribution Charges:**

*Basic Service Charge:*                   \$   345.49

**Demand Charge per Kilowatt:**

	<b>Summer June-Sept.</b>	<b>Winter Oct.-May</b>
On-Peak	\$ 11.35	\$ 11.35
Shoulder Excess	11.35	11.35
Off-Peak Excess	11.35	11.35

**Charge per Kilowatt-hour:**

	<b>Summer June-Sept.</b>	<b>Winter Oct.-May</b>
On-Peak	0.0000¢	0.0000¢
Shoulder	0.0000¢	0.0000¢
Off-Peak	0.0000¢	0.0000¢

*Minimum Monthly Bill:*                   \$   345.49

**Determination of Demand Charge:**

The Demand Charge for each month will be the sum of the charges computed by applying the applicable Demand Charge Per Kilowatt to the demands as determined in accordance with the Company's Terms and Conditions and the following:

**On-Peak Demand:**

The greatest demand registered during the On-Peak hours of the month, but not less than 80% of the On-Peak Demand in the preceding months of June through September.

**Shoulder Excess Demand:**

The amount of demand by which the Shoulder Demand exceeds the On-Peak Demand, where the Shoulder Demand is the greatest demand registered during the Shoulder hours.

**Off-Peak Excess Demand:**

The lesser of the amount of demand by which the Off-Peak Demand exceeds either (a) the On-Peak Demand, or (b) the Shoulder Demand, where the Off-Peak Demand is the greatest demand registered during the Off-Peak hours of the month.

**Purchased Power Adjustment Clause:**

The above *Rate per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Special Provision:**

Where Customer's capacity requirement is 3,000 or more KVA and the Customer provides all transformers enabling service to be delivered and metered at a voltage of 13,800 or higher, a credit of \$0.198 per kilowatt of the greatest demand will be applied to the above rate.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

In particular, in accordance with Term and Condition No. 10b, a Customer may apply to the Company for a billing demand adjustment when undertaking conservation and load management measures.

***Effective: April 1, 2021***

*Effective April 1, 2021  
Decision dated February 24, 2021  
Docket No. 21-01-02*

*Supersedes C.P.U.C.A. No. 2032  
Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

**The United Illuminating Company**

**Large Power Time-of- Day Transmission Voltage Service Rate LPT-TRA - Last Resort Service**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is optional for all requirements on a Customer's Premises, subject to the design, availability, and installation of metering and ancillary equipment, and further subject to design requirements and the provision of all necessary metering and facilities, at the customer's expense, as determined by the Company.

**Character of Service:**

As of January 1, 2007 last resort service will be supplied to large customers (those with peak demand of 500 kilowatts or more), other than those on special contracts or flexible tariffs.

Service is alternating current, nominally 60 cycles, single or three phase at 115,000 volts as determined in accordance with the Company's Requirements for Electric Service.

Service will be delivered at one point through a single meter.

<b>Time Periods:</b>	<b>(Eastern Prevailing Time)</b>
<i>On-Peak</i>	10 AM - 6 PM Weekdays
<i>Shoulder</i>	7 AM - 10 AM Weekdays 6 PM - 11 PM Weekdays
<i>Off-Peak</i>	11 PM - 7 AM Weekdays All Weekend Hours

**Rate Per Month:**

**Last Resort Service Generation**

	<b>On-Peak</b>	<b>Shoulder/Off-Peak</b>
April	8.5885¢/kWh	8.5885¢/kWh
May	7.4575¢/kWh	7.4575¢/kWh
June	6.8055¢/kWh	6.8055¢/kWh

**Delivery Charges**

Systems Benefits Charge (SBC)**	0.7071¢/kWh
Conservation Charge **	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

Non-Bypassable FMCC\*

	<b>On- Peak</b>	<b>Shoulder/Off-Peak</b>
Winter: Jan. – May	\$3.52/kW	\$0.00/kW
Oct. – Dec.	\$3.52/kW	\$0.00/kW
Summer: June – Sept.	\$4.40/kW	\$0.00/kW

*\*Federally Mandated Congestion Costs*

*\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.*

**Transmission Charge**

	<b>On- Peak</b>	<b>Shoulder/Off-Peak</b>
Winter: Jan. – May	\$7.75/kW	\$0.00/kW
Oct. – Dec.	\$7.75/kW	\$0.00/kw
Summer: June – Sept.	\$9.79/kW	\$0.00/kW

***Minimum Monthly Bill:***

The Transmission Charge per kilowatt of On-Peak Demand

**Determination of Demand Charge:**

The Demand Charge for each month will be the sum of the charges computed by applying the applicable Demand Charge Per Kilowatt to the demands as determined in accordance with the Company’s Terms and Conditions and the following:

**On-Peak Demand:**

The greatest demand registered during the On-Peak hours of the month, but not less than 80% of the On-Peak Demand in the preceding months of June through September.

**Shoulder Excess Demand:**

The amount of demand by which the Shoulder Demand exceeds the On-Peak Demand, where the Shoulder Demand is the greatest demand registered during the Shoulder hours.

**Off-Peak Excess Demand:**

The lesser of the amount of demand by which the Off-Peak Demand exceeds either (a) the On-Peak Demand, or (b) the Shoulder Demand, where the Off-Peak Demand is the greatest demand registered during the Off-Peak hours of the month.

**Purchased Power Adjustment Clause:**

The above *Rate per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Minimum Term of Service:**

One year for non-generation service only.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

In particular, in accordance with Term and Condition No. 10b, a Customer may apply to the Company for a billing demand adjustment when undertaking conservation and load management measures.

**Effective:**     *April 1, 2021*

*Effective April 1, 2021  
Decision dated February 24, 2021  
Docket No. 21-01-02*

*Supersedes C.P.U.C.A. No. 2033  
Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

***The United Illuminating Company***

***Variable Peak Pricing Rider (VPP)***

**Availability:**

This rider is available to any customer who receives Generation Service from the Company (and not a third-party supplier) under one of the Company's time-of-day (TOD) rate schedules effective January 1, 2012, and meets the appropriate metering requirements.

**Applicability:**

This rider replaces the fixed, monthly Generation Service charge from the Company's TOD rates with a rate that varies daily according to the energy market.

**Monthly Rate:**

Customers taking service under this rider are billed at a daily rate (the Variable Peak Pricing, or "VPP" rate) for Generation Service purchased from the Company each day separately for the on-peak period and off-peak period, as defined in their applicable TOD rate schedule. Daily charges for VPP service are billed on a monthly basis, along with all other charges pursuant to the applicable TOD rate schedule. The VPP rates for each day are posted the previous day on the Company's website.

**Generation Service:**

On-Peak Price – the simple day ahead market average for the on-peak hours of the customers standard TOD rate schedule of the Connecticut zonal prices as established by ISO-NE, adjusted to account for the full requirements service supplied to customers. This adjustment accounts for items such as capacity cost, operating reserves, compliance with renewable portfolio standards, and other fees applicable to day ahead market prices for the Connecticut load zone. The present adjustment factor to be added to the day ahead spot on-peak energy prices is:

Rate RT Standard Service	5.0941 ¢ per kWh
Rate GST Standard Service	4.5070 ¢ per kWh
Rate LPT Standard Service	4.6415 ¢ per kWh
Rate GST Last Resort Service	1.5231 ¢ per kWh
Rate LPT Last Resort Service	1.5231 ¢ per kWh

*C.P.U.C.A. No. 934 continued*

Off-Peak Price – the simple day ahead market average for the off-peak hours of the customers standard TOD rate schedule of the Connecticut zonal prices as established by ISO-NE, adjusted to account for the full requirements service supplied to customers. This adjustment accounts for items such as capacity cost, operating reserves, compliance with renewable portfolio standards, and other fees applicable to day ahead market prices for the Connecticut load zone. The present adjustment factor to be added to the day ahead spot off-peak energy prices is:

Rate RT Standard Service	2.7148 ¢ per kWh
Rate GST Standard Service	2.2933 ¢ per kWh
Rate LPT Standard Service	2.4278 ¢ per kWh
Rate GST Last Resort Service	2.3095 ¢ per kWh
Rate LPT Last Resort Service	2.3095 ¢ per kWh

**Enrollment:**

Customers wishing to receive service under this rider must contact the Company to request service. Once the Company determines that all requirements for service under this rider are met (including appropriate metering), then the Company shall commence service under this rider beginning with the next billing cycle.

**Metering Requirements:**

Interval metering is required to receive service under this rider. The Company will install the appropriate meter for the Customer to participate in this Rider. If non-standard metering is required, the Customer will be responsible for the incremental costs of such metering.

**Telemetering Requirements:**

If necessary, Customers may also be required to install telemetering equipment for the Company to read its meter(s). The location of such facilities shall be at the sole discretion of the Company. The Customer will choose to either provide a dedicated direct dial analog phone line, or elect for the Company to connect to their existing phone line. The provision of a suitable dedicated direct dial analog telephone line in the reasonable proximity of the electric meter as determined by the Company's specifications is the sole responsibility of the Customer. The Customer shall be the owner of all telephone lines and shall maintain them in operable condition at all times. The Company will be responsible for the installation and maintenance of the connection between the telemetering equipment and the Customers telephone line.

**Term:**

Customers may discontinue service under this rider at any time by providing one month's notice to the Company.

*Effective: January 1, 2017*

*Effective January 1, 2017  
Decision Date December 22, 2016  
Docket No. 17-01-02 & 17-03-02*

*Supersedes C.P.U.C.A. No. 608  
Effective January 1, 2012  
Decision Date December 22, 2011  
Docket No. 12-01-02*

**THE UNITED ILLUMINATING COMPANY**

**Self-Generator Rate SG2**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is available to any Customer Distributed Generating Facility interconnected to the Company's facilities for the purpose of selling to the Company.

**Basic Service Charge Per Month:**

\$11.37 plus 4.5% of the initial invoice cost of the metering equipment installed to measure purchases of electricity by the Company for the Customer.

**Purchase Of Customer Distributed Generation:**

Rate SG2 shall be 95% of the monthly average of the NEPOOL market clearing prices for energy for bills rendered during the second following month.

The Company will determine the energy payment as the sum of delivered energy for each hour in the billing period times the NEPOOL market clearing price for energy for such hour. The hourly market clearing price for energy will be subject to revision per the ISO-NE audit procedures and retroactive billing adjustments may occur.

There shall be no capacity payment. The voltage level at which purchases are made shall be the level at which sales are made by the Company to the Customer Facility, unless otherwise agreed by the Company.

**Term of Contract:**

One Year.

**Terms and Conditions:**

The "Terms and Conditions Applicable to Interconnected Customer Facilities" and other Company Terms and Conditions, where not inconsistent with any provisions hereof, are part of this rate.

***Effective: March 27, 2006***

*Effective March 27, 2006  
Decision dated March 27, 2006  
Docket No. 05-07-16*

*Supersedes C.P.U.C.A. No. 337  
Effective January 2, 2003  
Decision dated December 5, 2002  
Docket No. 01-10-10*

**The United Illuminating Company**  
**Distributed Generating Facility Net Energy Rider NE**

*Applies throughout the Company's Service Area.*

**Availability:**

This rider is available to any Distributed Generating Facility on the Customer's Premises with installed nameplate capacity of 500 kilowatts or less if fueled by a Non Class I renewable energy resource, or 50 kilowatts or less if a Fossil Fuel is used.

**Metering:**

Customers electing service under this rider in conjunction with a demand-metered supplemental service rate shall be metered by two meters, one meter to measure supplemental service sold to the Customer and one meter to measure kilowatt hours purchased by the Company. Customers electing service under this rider and a non-demand metered supplemental service rate may be metered by one meter. The appropriate meter provision(s) will be provided by the Customer. The Company may install, at its own cost, time-differentiated meters for load research purposes.

If the installed nameplate capacity is greater than 500 kilowatts if fueled by a non Class I renewable energy resource, or greater than 50 kilowatts if a fossil fuel is used, a Customer may elect service under this rider upon the Customer's stated intention to limit operation to the 500 kilowatt or 50 kilowatt level as appropriate to the fuel used, provided that the Customer installs an approved metering provision so as to allow the Company to meter generation output. The Customer agrees to provide the Company access to this meter during normal Company business hours.

**Rate per Month:**

Net Sales to Customer:

The Customer may elect any of the Company's appropriate supplemental service rates. Kilowatt-hours purchased by the Company shall be deducted from sales to the Customer prior to applying the rate for supplemental service in order to determine the bill for net sales.

**Purchases from Customers:**

Any net output from the Customer's Generating Facility which exceeds sales to the Customer on a monthly basis will be purchased by the Company under Rate SG2.

The Company will credit all amounts it owes the Customer for purchases under this Rider against any amounts the Customer owes the Company with respect to electric energy. Any excess credit will be paid by the Company to the Customer.

**Minimum Term of Service:**

One year.

**Terms and Conditions:**

The terms and conditions applicable to the Company's Guidelines for Generator Interconnection and other Company Terms and Conditions, where not inconsistent with any provisions hereof, are part of this rider.

*Effective: November 1, 2008*

*Effective November 1, 2008  
Decision dated September 29, 2008  
Docket No. 05-06-04RE04*

*Supersedes C.P.U.C.A. No. 428  
Effective August 30, 2006  
Decision dated August 30, 2006  
Docket No. 05-06-04*

*The United Illuminating Company*

*Class I Renewable Net Energy Rider NEC1*

**Availability:**

This rider is available to any Distributed Generating Facility Class I renewable energy resource or hydropower facility whose generating capacity is less than or equal to 2,000 kilowatts.

**Monthly Rate:**

As determined under the applicable tariff but not less than the minimum charge of the applicable rate. Net energy billing shall be performed monthly, and payments for excess sales to the Company shall be made on an annual basis, for the period from April of each year to March of the following year.

During an annual period, if energy sold to the Company in any month exceeds energy purchased, the excess sales will first be credited to the customer in the current billing period and any remaining net sales will be carried forward for crediting on a per kWh-basis in the next billing period or a subsequent billing period within the annual net energy period. This procedure will commence with the April billing period and continue monthly through the March billing period. Any excess kWh remaining at the end of an annual period shall be paid at that time according to the following schedule:

<u>Resource</u>	<u>Annual Reimbursement Price</u>
Photovoltaic	Average hourly Connecticut ISO-NE real time locational marginal price, (RT-LMP), for the hours 10 a.m. to 4 p.m. during the annual period.
All other	Average hourly RT-LMP, for all hours during the annual period.

Payment shall be determined by multiplying any excess sales remaining at the end of the annual period by the appropriate annual reimbursement price described above. RT-LMP shall be adjusted for line losses.

Excess sales shall be set to zero at the beginning of each annual period.

**Interconnection Requirements:**

The installation of a generation system that will interconnect with the Company's electric distribution system requires the approval of the Company. The owner of the generation system is required to file an interconnection application with the Company and to comply with the applicable requirements contained in The United Illuminating Company Guidelines for Generator Interconnection.

*Effective: November 1, 2008*

*Effective November 1, 2008  
Decision dated September 29, 2008  
Docket No. 05-06-04RE04*

**The United Illuminating Company**

**Distributed Generation Rider DG**

*Applies throughout the Company's Service Area.*

**Availability:**

“This Rider is available to Distributed Generation (DG) load associated with new, DG projects with a rating of not more than sixty-five megawatts that begin operation after July 21, 2005, whose capacity is available during peak periods. Emergency generation and other demand response projects do not qualify for this Rider. However, peaking units qualify for the waiver. This Rider waives the distribution demand ratchet provision of the customer's applicable firm service rate based on the portion of the customer's load that is normally served by the customer's DG unit, but not more than the customer's maximum metered load. The Department of Public Utility Control's decision dated March 27, 2006, in Docket No. 05-07-16, requires that each DG unit be separately metered for electric output, on a measured time-of-use basis, in order to verify the availability of each DG unit during periods of system peak demand. UI is responsible for installing meters on any DG unit that is interconnected to UI's Electric Distribution System. The customer is responsible for installing metering on DG units interconnected directly within the customer's electric distribution system. In either case, the DG customer is responsible for the cost associated with metering the output of their DG facility.”

***Effective: March 27, 2006***

***Effective March 27, 2006  
Decision dated March 27, 2006  
Docket No. 05-07-16***

*The United Illuminating Company*

*Fuel Cell Demand Exemption Rider FCDE*

**Availability:**

This Rider is available to any customer who installs a fuel cell to meet all or part of their load requirements and takes service in accordance with General Service Time-of-Use Rate GST or Large Power Time-of-Use Rate LPT. In order to comply with Section 118 of Public Act 07-242, any demand charges incurred for the operation of a fuel cell in which loss of power is 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 will not exceed the amount resulting from the problem or shutdown.

*Effective: October 22, 2008*

*Effective October 22, 2008*  
*Decision Dates September 29, 2008*  
*Docket No. 05-06-04RE04*

**The United Illuminating Company  
Manufacturer Gross Earnings Tax Credit  
Rider MFG**

*Applies throughout the Company's Service Area.*

Section 65 of Public Act 93-74, as amended, provides that for a defined class of manufacturing customers, the gross earnings tax on the sale of electricity is reduced from 5 percent to lower percentages, and then eliminated completely, over a period of years. The decreases are applicable only to companies that are included in classifications 2000 through 3999 of the Standard Industrial Classification Manual of the United States Office of Management and Budget, 1987 Edition ("SIC Codes").

Pursuant to the 1993 statutory change, the applicable gross earnings tax rates for electricity used directly by customers with SIC Codes in the 2000 - 3999 range are as follows:

<u>Time Period of Electricity Use</u>	<u>Rate</u>
January 1 - December 31, 1994	4%
January 1 - December 31, 1995	3%
January 1 - December 31, 1996	2%
January 1 - 1997 and Later	0%

Rider MFG applies a credit to the bills of customers with SIC Codes in the 2000-3999 range in accordance with this legislation. The credit will appear on affected customers' bills as "manufacturer gross earnings tax credit." The calculation of the credit is as follows:

Total Bill minus FCA and State Tax times the Manufacturers Gross Earnings Tax Credit factor. The Gross Earnings Tax credit factors authorized by Public Act 93-74 are as follows:

1994	1.0417%
1995	2.0619%
1996	3.0612%
1997 through 1999	5.0000% *
2000 and Later	8.50%

Based upon Public Act 98-28 the Gross Earnings Tax becomes 8.50%\_effective 1-1-2000. It is applied to all components of a customer's bill except the generation service charge.

\*Special contract customers will continue to receive a tax credit of 5.0% after 1-1-2000 on their bundled bills (Re. Sections 56 and 57 of Public Act 98-28).

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rider. This rider may be modified or eliminated if applicable Connecticut legislation in the future changes the gross earnings tax rates for customers with NAICS codes in the 31111-33999 range.

*Effective: January 1, 2000*

Effective January 1, 2000  
Decision Dated December 9, 1999  
Docket No. 99-03-35

Supersedes C.P.U.C.A. No. 270  
Effective January 1, 1994  
Decision dated December 13, 1993  
Docket No. 92-06-05

***The United Illuminating Company***

***Rider Small ZREC Metering and Billing***

**Availability:**

This tariff provides for the long-term contractual purchase of renewable energy credits produced by small, customer-side Class I distributed generation projects that emit no pollutants and serve the Company's distribution system, pursuant to Connecticut General Statutes §16-244r and §16-244s, respectively. This tariff also provides for the recovery of costs associated with such contracts.

Service under this tariff is available to owners or Authorized Developers of ZREC Projects that have a total installed capacity of less than or equal to one hundred kilowatts (measured in kW AC) and are placed in service on or after July 1, 2011. ZREC Project size will be determined by summing the nameplate capacities of the individual units in the ZREC Project. Each ZREC Project must be electrically interconnected to and metered by the Company through a single point of service. In order to qualify for payments pursuant to this tariff, an owner or Authorized Developer must meet the eligibility requirements provided herein, and in the Terms and Conditions, and must enter into a Service Agreement with the Company. Availability of service under this tariff in any given year is limited to maximum annual funding available for ZREC Projects, as determined by the Company.

A distribution Customer on whose site a ZREC Project is located shall remain responsible for satisfying all requirements associated with electric service to such Customer's location pursuant to its applicable electric service tariff. An owner or Authorized Developer who elects to take service under this tariff shall remain responsible for satisfying all requirements of this tariff, including any attachments and addenda hereto.

**Definitions:**

As used throughout this tariff, the following terms shall have the definitions set forth in this Definitions section. Capitalized terms used but not defined in this Definitions section shall have the meanings set forth in Attachment 2 hereto, the Terms and Conditions.

*Agreement* shall mean a *Small Class I Zero Emission Project Tariff* contract executed between Buyer and Seller (using the standard form of Service Agreement as defined below) in accordance with Conn. Gen. Stat. §16-244r and §16-244s, respectively, and includes this Small Class I Zero Emission Project Tariff and any attachments and addenda hereto.

*Applicants* shall mean owners or developers of a ZREC Project seeking to receive payments for ZREC's pursuant to this tariff.

*Authority* shall mean the Connecticut Public Utilities Regulatory Authority or any successor thereto.

*Buyer* shall mean The United Illuminating Company (UI).

*Company* shall mean UI.

*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.

*Seller* shall mean an owner or Authorized Developer who is eligible to receive ZREC payments pursuant to an executed Service Agreement.

*Service Agreement* shall mean a long-term contract between a ZREC Project owner or Authorized Developer and the Company for the purchase of ZRECs produced by such ZREC Project. A form of Service Agreement, as provided in Attachment 1 to this tariff, is required to be executed to effect all transactions under this tariff.

Terms and Conditions shall mean the Terms and Conditions provided as Attachment 2 to this tariff. Such Terms and Conditions shall be a part of this tariff and shall apply to the sale and purchase of ZREC's pursuant to an executed Service Agreement.

#### **Application and Qualification for Service:**

Applicants shall be required to submit a request to the Company in accordance with instructions posted on the Company's website. Questions regarding the application process can be emailed to [lrec.zrec@uinet.com](mailto:lrec.zrec@uinet.com). Acceptance for enrollment under this tariff is subject to fulfillment of all Prerequisites for Purchases, including applicable Performance Assurance, metering and interconnection requirements, and Maximum Annual Quantity limits pursuant to the Terms and Conditions. The Company will calculate the Maximum Annual Quantity of ZRECs for each Service Agreement using the methodology from its most recent request for proposals for ZREC contracts of over 100 kW at the time of application. Acceptance is also subject to availability of funding for ZREC Projects as determined by the Company. The Company will make the form of application available on its website.

Only one ZREC Project behind any one distribution Customer meter may qualify under this tariff in any program year, and projects larger than 100 kW may not be split into multiple applications for this tariff. Pursuant to Section 2(f) of Public Act 15-194, "Any customer of an Electric Distribution Company that is eligible for the residential solar investment program shall not be eligible for small zero-emission renewable energy credits pursuant to section 16-244s." For facilities built prior to July 1, 2011, which have been updated with new production equipment (i.e., new solar panels, or turbines, etc.) installed on or after July 1, 2011, the new incremental production equipment may be eligible to the extent that it has its own REC Meter, and so long as the incremental installation meets all of the eligibility criteria of this tariff.

**Contract Rate:**

Pursuant to Conn. Gen. Stat. §16-244s (b), the ZRECs produced by ZREC Projects transferred to the Company by Sellers for payment under an executed Service Agreement are eligible to receive the prevailing approved ZREC offer price equivalent to (i) the weighted average accepted bid price in the most recent solicitation for systems greater than one hundred kilowatts but less than two hundred fifty kilowatts, plus (ii) ten percent, subject to a cap of \$350.00. The specific rate for payment of ZRECs produced by a ZREC Project shall be specified in the Service Agreement at the time the Service Agreement for such ZREC Project is executed. Once the Service Agreement is executed, the payment rate for ZRECs will not change for the Term of the Service Agreement.

The Delivery Term for the sale and purchase of ZRECs pursuant to each such Service Agreement shall commence on the Delivery Term Start Date of that Service Agreement and continue for a period of fifteen (15) years, as provided in the Terms and Conditions. Payment for ZRECs transferred by Seller to the Company under such Service Agreement shall be made at the price specified in the Service Agreement, in accordance with the Billing and Payment provisions of the Terms and Conditions.

**Cost Recovery:**

The recovery of any costs and fees associated with ZREC procurement under this tariff shall be included as part of the Company's Nonbypassable Federally Mandated Congestion Charge ("NBFMCC") rate. The Company shall submit such costs and fees, and any reconciliation thereof, to the Authority for review and approval as part of its semi-annual NBFMCC filing.

*Effective: February 15, 2018*

*Effective February 15, 2018  
Decision dated March 1, 2018  
Docket No. 16-06-04*

*Supersedes C.P.U.C.A. No. 838  
Effective February 28, 2017  
Decision dated February 28, 2017  
Docket No. 13-01-19*

**SMALL CLASS I ZERO EMISSION PROJECT TARIFF**  
**Attachment 1: SERVICE AGREEMENT**

This Service Agreement (Number \_\_\_\_\_) is entered into as of the following date: [\_\_\_\_\_] (the "Effective Date"). This Service Agreement incorporates by reference for all purposes the Small Class I Zero Emission Project Tariff and all attachments and appendices thereto, including Attachment 2, Terms and Conditions (collectively, the "Agreement"). The Parties to this Service Agreement are the following:

SELLER		BUYER
_____	<i>Party Name</i>	The United Illuminating Company ("UI")
_____	<i>Address</i>	157 Church Street New Haven, CT 06506
_____	<i>Business Website</i>	<a href="http://www.uinet.com">www.uinet.com</a>
_____	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____

CONTACT INFORMATION		
SELLER		BUYER
ADDRESS _____ ATTN _____ TEL#: _____ FAX#: _____ EMAIL _____	<i>General</i>  <i>(day to day/ administrative)</i>	ADDRESS _____ ATTN _____ TEL#: _____ FAX#: _____ EMAIL _____
ADDRESS _____ ATTN _____ TEL#: _____ FAX#: _____ EMAIL _____	<i>Contract</i>	ADDRESS _____ ATTN _____ TEL#: _____ FAX#: _____ EMAIL _____
ADDRESS _____ ATTN _____	<i>Legal Notices</i>	ADDRESS _____ ATTN _____
ADDRESS _____ ATTN _____ TEL#: _____ FAX#: _____ EMAIL _____	<i>Performance Assurance</i>	ADDRESS _____ ATTN _____ TEL#: _____ FAX#: _____ EMAIL _____

ACCOUNTING INFORMATION		
ADDRESS _____ ATTN: _____ TEL#: _____ FAX#: _____ EMAIL _____	· Invoices · Payments · Settlements	ADDRESS _____ ATTN: _____ TEL#: _____ FAX#: _____ EMAIL _____
BANK _____ BANK ADDRESS: _____ ABA: _____ ACCT: _____ <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS OTHER DETAILS: _____	Wire Transfer Numbers (IF APPLICABLE)	BANK _____ BANK ADDRESS: _____ ABA: _____ ACCT: _____ <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	Checks (IF APPLICABLE)	ATTN: _____ ADDRESS: _____
BANK _____ BANK ADDRESS: _____ ABA: _____ ACCT: _____ <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS OTHER DETAILS: _____	ACH Numbers (IF APPLICABLE)	BANK _____ BANK ADDRESS: _____ ABA: _____ ACCT: _____ <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS OTHER DETAILS: _____

The Parties hereby agree to the following provisions offered in Attachment 2, Terms and Conditions. Select the appropriate box(es) and/or fill in the required information from each section:

Service Agreement Elections	
Section 3.1 Facility Description*	Facility Site/Location (including Street, City or Town)
* Provide additional description in Appendix A, if necessary.	Customer Billing Account Number
	Technology <input type="checkbox"/> Wind <input type="checkbox"/> Solar-Photovoltaic <input type="checkbox"/> Solar-Other <input type="checkbox"/> Hydro <input type="checkbox"/> Other: _____
Section 3.3 Original Description	Installed Capacity - Must be less than or equal to 100 kW (AC) _____ kW (AC)
Section 2.2 Delivery Term Start Date	_____
Section 6.2 Interconnecting Utility	The United Illuminating Company
Section 7.1 Maximum Annual Quantity	_____ Maximum Annual Quantity ZRECs
Section 7.4	\$ _____ per ZREC

Purchase Price	
Section 9.1 Performance Assurance (amount and form of)	<p>_____ (amount)</p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> Letter of Credit</p> <p><input type="checkbox"/> Surety Bond</p> <p><input type="checkbox"/> Other _____ (as acceptable to Buyer at its sole discretion)</p>

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

	<i>Party Name</i>	<b>The United Illuminating Company</b>
	<i>Signature</i>	
	<i>Printed Name</i>	
	<i>Title</i>	

**SMALL CLASS I ZERO EMISSION PROJECT TARIFF**

**Attachment 1: SERVICE AGREEMENT**

**APPENDIX A  
DESCRIPTION OF FACILITY – ADDITIONAL INFORMATION**

**[to be provided by Seller if necessary, pursuant to Section 3.1 of Service Agreement]**

## TERMS AND CONDITIONS

### Article 1. Definitions

As used throughout the Agreement, the following terms shall have the definitions set forth in this Article 1. Capitalized terms used but not defined in the Agreement shall have the meanings set forth in the ISO Documents.

- 1.1 **“Affiliate”** means, with respect to any Party, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party. For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.
- 1.2 **“Agreement”** means a *Small Class I Zero Emission Project Tariff* contract executed between Buyer and Seller (using the standard form of “Service Agreement”) in accordance with Connecticut General Statutes §16-244r and §16-244s, respectively, and includes the Small Class I Zero Emission Project Tariff, and these Attachment 2, Terms and Conditions, and any attachments and addenda thereto.
- 1.3 **“Authority”** means the Connecticut Public Utilities Regulatory Authority or any successor thereto.
- 1.4 **“Authorized Developer”** means a developer that has the written permission of both the site owner and the Buyer's distribution customer of record of the site to develop an eligible Facility at said site.
- 1.5 **“Bankrupt”** means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
- 1.6 **“Bankruptcy Code”** means those laws of the United States of America related to bankruptcy codified and enacted as Title 11 of the United States

Code, entitled “Bankruptcy” and found at 11 U.S.C. § 101 et seq., as such laws may be amended, modified, replaced or superseded from time to time.

- 1.7 **“Business Day”** means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time. Notwithstanding the foregoing, with respect to notices only, Business Day shall not include the Friday immediately following the U.S. Thanksgiving holiday.
- 1.8 **“Connecticut Class I Renewable Energy Credits”** means certain NEPOOL GIS Certificates and any and all other Environmental Attributes derived from the energy production of a generation facility that has been qualified by the Authority as a Connecticut Class I renewable resource under Conn. Gen. Stat. § 16-1(a)(26), and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of generation from such Connecticut Class I renewable resource. If the Facility ceases to qualify as a Connecticut Class I renewable resource solely as a result of a change in law and Seller is unable, using commercially reasonable efforts, to continue the Facility’s qualification as a Connecticut Class I renewable resource after that change in law, “Connecticut Class I Renewable Energy Credits” shall mean Environmental Attributes including any certificates or credits related thereto reflecting generation by the Facility, all of which shall be transferred solely to Buyer.
- 1.9 **“Connecticut Class I RPS Qualification”** means an order, decision or ruling from the Authority that qualifies a generation unit as a RPS Class I Renewable Energy Source, or that qualifies a portion of the annual electrical energy output of a generation unit as RPS Class I Renewable Generation (as defined in Conn. Gen. Stat. § 16-1(a)(26)).
- 1.10 **“Contract Year”** means the twelve (12) consecutive calendar months starting on the Delivery Term Start Date and each subsequent twelve (12) consecutive calendar month period.
- 1.11 **“Credit Rating”** means the rating then assigned to Seller’s or any referenced third party’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if Seller or such third party does not have a rating for its senior unsecured long-term debt, then one rating notch below the rating then assigned to Seller or such third party as an issuer and/or corporate credit rating by S&P, Moody’s, Fitch or another Rating Agency. In the event of an inconsistency in ratings (a “split rating”), the lowest of the Credit Ratings shall control.
- 1.12 **“Defaulting Party”** has the meaning set forth in Section 13.1.

- 1.13 **“Deliver,” “Delivered” or “Delivery”** means the transfer and receipt of Connecticut Class I Renewable Energy Credits via the NEPOOL GIS.
- 1.14 **“Delivery Term”** means the period during which Buyer is obligated to purchase the ZRECs associated with the Facility that are Delivered to Buyer by Seller, as further defined in Section 2.2.
- 1.15 **“Delivery Term Start Date”** has the meaning set forth in Section 2.2.
- 1.16 **“Effective Date”** has the meaning set forth in the first paragraph of the Service Agreement.
- 1.17 **“Energy Act”** means Public Act 11-80, An Act Concerning the Establishment of the Department of Energy and Environmental Protection and Planning for Connecticut’s Energy Future.
- 1.18 **“Environmental Attributes”** excludes electric energy and capacity produced, but means any other emissions, air quality, or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the generation of energy by a zero emissions renewable energy facility as defined in the Energy Act, whether existing as of the Effective Date or in the future, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program, as well as any and all generation attributes under the Connecticut RPS regulations and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future; and further, means: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Facility’s generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the NEPOOL GIS in connection with energy generated by the Facility; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of energy by the Facility; provided, however, that Environmental Attributes shall not include: (i) any production tax credits; (ii) any investment tax credits or other tax credits associated with the construction or ownership of the Facility; or (iii) any state, federal or private grants relating to the construction or ownership of the Facility or the output thereof. If during the Delivery Period, a change in laws or regulations occurs that creates value in Environmental Attributes, then at Buyer’s request, Seller shall cooperate

with Buyer to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for Buyer.

- 1.19 **“Event of Default”** has the meaning set forth in Sections Article 13.13.1 and Article 13.13.2 hereof.
- 1.20 **“Facility”** has the meaning set forth in Article 3, Facility.
- 1.21 **“Federal Funds Effective Rate”** means the interest rate as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.
- 1.22 **“Fitch”** means Fitch Investor’s Service, Inc., or its successor.
- 1.23 **“Force Majeure Event”** means any cause beyond the reasonable control of, and not due to the fault or negligence of, the affected Party and which could not have been avoided by the affected Party's reasonable due diligence, or was not caused by the affected Party, including, as applicable, war, terrorism, riots, embargo or national emergency; curtailment of electric distribution services; fire, flood, windstorm, earthquake, or other acts of God; strikes, lockouts, or other labor disturbances (whether among employees of Seller, its suppliers, contractors, or others); delays, failure, and/or refusal of suppliers to supply materials or services; orders, acts or omissions of the NEPOOL GIS Administrator, as applicable; or any other cause of like or different kind, beyond the reasonable control of Seller. Notwithstanding the foregoing, a Force Majeure Event shall not be based on Seller's ability to sell ZRECs at a price greater than the Purchase Price, Buyer's ability to purchase ZRECs at a price below the Purchase Price, or Purchaser's inability to resell the ZRECs.
- 1.24 **“Forward Certificate Transfer”** means the process for Account Holders in the NEPOOL GIS System to transfer certificates in advance of their applicable Creation Date (“Forward Certificates”) per the NEPOOL GIS Operating Rules, as amended from time to time.
- 1.25 **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric generation industry with respect to producing electricity from the Facility. Good Utility Practice shall also include any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been reasonably expected to accomplish the desired result at a reasonable cost. Such practices, methods and acts must comply fully with applicable laws and regulations, good business practices, economy, reliability, safety, environmental protection, and expedition, having due regard for current editions of the National Electrical

Safety Code and other applicable electrical safety and maintenance codes and standards, and manufacturer's warranties and recommendations. Good Utility Practice are not intended to be the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts generally accepted in the electrical generation industry in the United States.

- 1.26 **“In-Service Date”** means the date on which (i) Seller provides notice to Buyer that the Facility is in service and the Facility is capable of regular commercial operation and (ii) Buyer accepts such declaration. Seller shall provide Buyer with notice of the actual In-Service Date, as well as a final description of the Facility including its size, Installed Capacity, and final Maximum Annual Quantity (if necessary to adjust downwards per Section Article 3.3.33.3.2).
- 1.27 **“Interconnecting Utility”** means the utility (which shall be Buyer) providing interconnection service for the Facility to the distribution system of that utility.
- 1.28 **“Interconnection Agreement”** means an agreement with the Interconnecting Utility regarding the interconnection of the Facility to the electric distribution system of the Interconnecting Utility, as the same may be amended from time to time.
- 1.29 **“Interest Rate”** means, for any date, the Federal Funds Effective Rate; provided, that in no event shall the applicable interest rate ever exceed the maximum lawful rate permitted by applicable law.
- 1.30 **“ISO Documents”** means the ISO Tariff, Participants Agreement, RNA, and/or ISO New England Manuals, as applicable.
- 1.31 **“ISO New England Inc.”** or **“ISO”** or **“ISO-NE”** means the independent system operator established in accordance with the RTO arrangements for New England, or any successor thereto.
- 1.32 **“ISO New England Manuals”** means the manuals that ISO-NE issues explaining rules and procedures for the region's wholesale electric power markets and bulk power system, including ISO Tariff, as they may be amended from time to time.
- 1.33 **“ISO Tariff”** means the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as may be amended from time to time, or any successor tariff accepted by FERC.
- 1.34 **“kW”** means a kilowatt.

- 1.35 **“kWh”** means a kilowatt-hour.
- 1.36 **“Letter(s) of Credit”** means one or more irrevocable, non-transferable standby letters of credit issued by a Qualified Institution in the form of Appendix B attached hereto and incorporated herein by reference. Costs of a Letter of Credit shall be borne solely by the applicant for such Letter of Credit.
- 1.37 **“Maximum Annual Quantity”** means the maximum number of ZRECs that Buyer is obligated to purchase in any Contract Year under this Agreement.
- 1.38 **“Meters”** means all electric metering associated with the Facility, including the REC Meter, Facility meter and any other real-time meters, billing meters and back-up meters.
- 1.39 **“Moody’s”** means Moody’s Investors Service or its successor.
- 1.40 **“MWh”** means megawatt-hour, and one MWh shall equal 1,000 kWh.
- 1.41 **“NEPOOL”** means the New England Power Pool, the power pool created by and operated pursuant to the provisions of the RNA, or any successor to the New England Power Pool.
- 1.42 **“NEPOOL GIS”** means the New England Power Pool Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, which accounts for the generation attributes of electricity generated within New England.
- 1.43 **“NEPOOL GIS Certificate”** means an electronic record produced by the NEPOOL GIS that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS.
- 1.44 **“NEPOOL GIS Operating Rules”** means the New England Power Pool Generation Information System Operating Rules as may be amended from time to time pursuant to the NEPOOL Agreement and Participants Agreement.
- 1.45 **“Non-Defaulting Party”** has the meaning set forth in Section Article 13.13.313.3.1.
- 1.46 **“Participants Agreement”** means the “Participants Agreement among ISO New England Inc. as the Regional Transmission Organization (“RTO”) for New England and the New England Power Pool and the entities that are from time to time parties hereto constituting the Individual Participants” dated as of February 1, 2005, as may be amended from time to time, or any

successor thereto accepted by the Federal Energy Regulatory Commission (“FERC”).

- 1.47 **“Performance Assurance”** means collateral in the form of cash, a Letter of Credit, a Surety Bond, or other security as may be acceptable to Buyer in its sole discretion. Cash collateral held by Buyer shall earn interest at the Interest Rate. In addition, Performance Assurance shall be deemed, for all legal purposes, to mean adequate assurance as such term is used in the Uniform Commercial Code (“UCC”) and the Bankruptcy Code and amendments thereto. The Parties specifically recognize that the use of Performance Assurance throughout this Agreement shall not limit any legal right, action or remedy that would have otherwise been available to the aggrieved Party under either the UCC or Bankruptcy Code.
- 1.48 **“Purchase Price”** means the purchase price for the ZRECs referenced in the Service Agreement and defined in Section 7.4.
- 1.49 **“Qualified Institution”** means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with (i) a Credit Rating of at least (a) “A” by S&P and “A2” by Moody’s, if such entity is rated by both S&P and Moody’s or (b) “A” by S&P or “A2” by Moody’s, if such entity is rated by either S&P or Moody’s but not both, and (ii) having a capital surplus of at least Ten Billion Dollars (\$10,000,000,000). In the event of an inconsistency in the ratings (a “split rating”), the lowest Credit Rating shall control.
- 1.50 **“REC Meter”** means as defined in Section 6.1.
- 1.51 **“RNA”** means the Second Restated NEPOOL Agreement dated as of September 1, 1971, as amended and restated from time to time, governing the relationship among the NEPOOL Participants, and any successor agreement.
- 1.52 **“Rating Agency”** means S&P, Moody’s, Fitch or an equivalent organization acceptable to Buyer.
- 1.53 **“Regulatory Approval”** means the approval of this Agreement by the Authority in the event that such approval is required, and such approval, if required, is final and not subject to appeal.
- 1.54 **“Renewable Portfolio Standard” or “RPS”** means the regulations promulgated pursuant to Conn. Gen. Stat. §16-245a, as amended, modified, restated and superseded from time to time, that require a minimum percentage of electricity sold to end-use customers in the State of Connecticut to be derived from certain renewable energy generating resources.

- 1.55 **“RPS Class I Renewable Energy Source”** means a generation unit that has received a Connecticut Class I RPS Qualification from the Authority, pursuant to Conn. Gen. Stat. § 16-1(a)(26).
- 1.56 **“S&P”** means Standard & Poor's, a Division of The McGraw-Hill Companies, Inc. and its successors.
- 1.57 **“Surety Bond”** means a written agreement with a financial institution (the “surety”) that provides for payment to Buyer of the specified Performance Assurance amount in the event the principal (Seller) fails to perform the acts required in this Agreement. The issuer and form of Surety Bond must be approved by Buyer in its sole discretion.
- 1.58 **“Tax”** or **“Taxes”** means all taxes that are currently or may in the future be assessed on any products or services that are the subject of the Agreement.
- 1.59 **“Term”** has the meaning set forth in Section 2.1.
- 1.60 **“Trading Period”** has the meanings set forth in Rule 3.2 of the NEPOOL GIS Operating Rules.
- 1.61 **“Unit Contingent”** means that the ZRECs are intended to be supplied from the Facility and Seller's failure to deliver is excused to the extent the Facility will not be available to produce and Deliver the purchased ZRECs.
- 1.62 **“ZREC”** means a Connecticut Class I Renewable Energy Credit from a zero emissions facility which meets the zero emissions standards as defined in the Energy Act. One (1) ZREC shall represent one megawatt hour of energy production.
- 1.63 **“ZREC Product”** has the meaning set forth in Section 5.2.
- 1.64 **“ZREC Project”** means a renewable energy project capable of producing ZRECs.

## **Article 2. Term of Agreement; Delivery Term**

- 2.1 **Term of Agreement.** The Agreement shall commence as of the Effective Date and shall remain in effect through the final settlement of all obligations thereunder after the expiration of the Delivery Term or the earlier termination of the Agreement in accordance with its terms (the “Term”).
- 2.2 **Delivery Term.** The Delivery Term shall commence on the Delivery Term Start Date as provided on the Service Agreement and continue for a period of fifteen (15) years, unless this Agreement is earlier terminated in accordance with the provisions hereof. Seller understands and agrees that under no

circumstances shall the Delivery Term be extended beyond such fifteen year period from the Delivery Term Start Date, irrespective of any delays in ZREC deliveries, whether or not due to one or more Force Majeure Events, even if such delay(s) result in initial Delivery under the Agreement that is subsequent to the Delivery Term Start Date. Further, the production and Delivery of qualified ZRECs shall not occur prior to the Delivery Term Start Date, even if the Facility produces energy prior to the Delivery Term Start Date. Buyer is not obligated to purchase any Connecticut Class I Renewable Energy Credits connected with energy produced by the Facility prior to the Delivery Term Start Date, or after the end of the Delivery Term.

### **Article 3. Facility**

- 3.1 **Description.** The Facility is as described in the “Facility” section of the Service Agreement.
- 3.2 **Construction.** Seller shall construct the Facility substantially as described in the Service Agreement.
- 3.3 **Facility In-Service Date; Final Facility Size.** Seller shall provide notice to Buyer of the In-Service Date and final Facility size within ten (10) Business Days of the commencement of energy production. The final Facility size shall be based on the Facility’s as-built configuration. If final Facility size differs from original description as set forth in the Service Agreement:
  - 3.3.1 any increase that results in a Facility size behind the REC Meter that exceeds the maximum limits for a small ZREC project allowable under the Small Class I Zero Emission Project Tariff shall result in immediate and automatic termination of this Agreement.
  - 3.3.2 any decrease in final Facility size shall be reflected in an adjustment to Section 7.1 of the Service Agreement. The Maximum Annual Quantity will be reduced from the value in Section 7.1 of the Service Agreement proportionally to the decrease in the Installed Capacity of the Facility as set forth in Section 3.1 of the Service Agreement (e.g., if the Installed Capacity is reduced by twenty percent (20%), then the Maximum Annual Quantity will also be reduced by twenty percent (20%)).

#### **Article 4. Prerequisites for Purchases**

- 4.1 Buyer's obligation to begin the purchase of ZRECs from Seller at the rates of payment specified in the Service Agreement is contingent upon the satisfaction of all of the following conditions:
- 4.1.1 Seller is either (i) a distribution customer of record of Buyer with project site control, (ii) owner of the project site with permission of the distribution customer of record of the Buyer, or (iii) Authorized Developer;
  - 4.1.2 Buyer has received evidence to its reasonable satisfaction that Seller has met the requirements of Section 4.1.1;
  - 4.1.3 Buyer has received evidence to its reasonable satisfaction that the Facility's In-Service Date has occurred, or will occur, after July 1, 2011;
  - 4.1.4 Seller has demonstrated that Facility is located on the customer side of the revenue meter and is interconnected to the distribution system of Buyer;
  - 4.1.5 The Facility has a fully executed Interconnection Agreement;
  - 4.1.6 Seller has provided Performance Assurance that satisfies the requirements of Section Article 9.9.1 and in an amount that is no less than the Performance Assurance amount listed in the Service Agreement;
  - 4.1.7 Buyer has received Regulatory Approval.
  - 4.1.8 Seller has provided certification that no grants or rebates have been received from the Clean Energy Finance and Investment Authority ("CEFIA") or its predecessor the Connecticut Clean Energy Fund ("CCEF"). For purposes of clarification, this prohibition includes grants or rebates from CEFIA or the CCEF for the installation or construction of the Facility, but does not include projects that receive(d) (i) only predevelopment and/or feasibility funding from CEFIA, or (ii) financing in accordance with Section 99 of the Energy Act through CEFIA. For purposes of this section, the Companies may consult with CEFIA regarding the above grants or rebates as they may be applicable to the Facility.
  - 4.1.9 Seller has provided notice in a form acceptable to Buyer at its sole discretion, certifying: (a) that generation from the Project that will result in a qualifying ZREC has begun, (b) the name of the Project

as it will appear on the ZRECs, (c) the date that initial ZREC deliveries to Buyer under the Agreement are expected, (d) the Facility, as constructed, meets all of the low emission or zero emission (as applicable) generation facility requirements of the Energy Act, and (e) the final Facility size.

4.1.10 The Delivery Term Start Date has occurred.

## **Article 5. Purchase and Sale of ZRECs**

### **5.1 Obligation to Purchase and Sell ZRECs.**

- 5.1.1 Beginning on the date of Seller's satisfaction of all Article 4 pre-requisites, Seller shall sell and Deliver, and Buyer shall purchase and receive, up to the Maximum Annual Quantity of ZRECs, in accordance with the terms and conditions of this Agreement. Buyer shall be obligated to purchase only those ZRECs associated with the Energy that is generated by the Facility on and after the satisfaction of all Article 4 pre-requisites and continuing through the remainder of the Delivery Term.
- 5.1.2 In addition to Seller's sale and Buyer's purchase of ZRECs, Buyer, without the payment of any additional consideration to Seller, shall receive title to, and Seller shall convey to Buyer, any and all other Environmental Attributes associated with the electricity generated by the Facility.
- 5.1.3 Seller shall Deliver ZRECs associated with the Facility, up to the Maximum Annual Quantity, exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such ZRECs to any person other than Buyer during the Term unless otherwise specifically provided herein. Seller shall not enter into any agreement or arrangement under which any person other than Buyer can claim such ZRECs except as otherwise specifically provided herein. Buyer shall have the exclusive right to resell or convey or ZRECs in its sole discretion.
- 5.1.4 Seller shall comply with all NEPOOL GIS Operating Rules relating to the creation and transfer of all ZRECs to be purchased by Buyer under the Agreement and all other NEPOOL GIS Operating Rules to the extent required for Buyer to obtain full rights and title of the ZRECs.
- 5.1.5 Seller shall be solely responsible for qualifying the Facility with the Authority as a RPS Class I Renewable Energy Source in accordance

with Conn. Gen. Stat. § 16-1(a)(26) and maintaining such Connecticut Class I RPS Qualification throughout the Delivery Term; provided, however, that if the Facility ceases to qualify as a RPS Class I Renewable Energy Source solely as a result of a change in law, Seller shall only be required to use commercially reasonable efforts to maintain such qualification after that change in law. Seller shall provide Buyer with any information that may be required by Buyer in order to facilitate receipt of ZRECs from the Facility. In addition, the Facility must meet the zero emission standards for ZRECs.

5.1.6 If the statutory and/or regulatory framework governing ZRECs in effect as of the Effective Date is amended or suspended by any Governmental Authority and/or is otherwise no longer in force (collectively, a "Change" in the regulatory framework), Buyer may choose to qualify the Facility in another state or federal program, whether for renewable energy certificates or other Environmental Attributes, and Seller shall at such time provide to Buyer any documentation and other support as may be needed for such qualification. If during the Delivery Period a change in Connecticut laws or regulations occurs that creates value in Environmental Attributes, then at Buyer's request, Seller shall cooperate with Buyer to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for Buyer. "Governmental Authority" means the federal government, any state or local government or other political subdivision thereof (whether federal, state or local), any court and any administrative agency or other regulatory body, instrumentality, authority or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

5.1.7 For purposes of clarification, Buyer shall not purchase, or take title to, any energy or capacity from Seller's Facility under the Agreement. The Agreement shall not provide the basis for any preferential treatment for any other products or services between the Parties. The Agreement also makes no provision for net metering by the Seller's Project.

5.2 **ZREC Product.** Buyer shall purchase from Seller the ZREC Product in accordance with the provisions of the Agreement.

5.3 **Delivery; Title Transfer.** Delivery shall be deemed to occur upon the completion of the transfer and receipt of ZRECs via the NEPOOL GIS to Buyer's account within the NEPOOL GIS. For each Trading Period for

ZRECs purchased and sold under the Agreement during the Term, Seller shall affect the transfer of the purchased amount of Connecticut Class I RECs as a Forward Certificate Transfer to Buyer (or by other means as agreed to by Buyer) in accordance with the NEPOOL GIS Operating Rules. Upon the completion of Delivery, all rights, title and interest in and to, and risk of loss with respect to, the Connecticut Class I RECs, to the full extent the same is property, will transfer to Buyer.

## **Article 6. Metering; Interconnection**

- 6.1 **Metering.** The Facility must be located behind a revenue meter of one of the Buyer's distribution customers. The Facility must have a separate meter dedicated to the measurement of the Facility's energy output for the determination of the quantity of ZRECs created (the "REC Meter"). The REC Meter shall be installed, operated, maintained and tested in accordance with Good Utility Practice, NEPOOL GIS requirements, and any applicable requirements and standards issued by the Interconnecting Utility. Seller shall comply with the terms and conditions of the Interconnecting Utility's tariff for all other metering required of the Project. Seller shall be responsible for all costs associated with such metering consistent with all standards and requirements of the Interconnecting Utility as set forth in Appendix A attached hereto and incorporated herein by reference.
- 6.2 **Interconnection Agreement.** The Agreement does not provide for the interconnection of the Facility to Buyer's electric distribution system. Seller shall seek such interconnection service from the Interconnecting Utility in accordance with the Interconnecting Utility's applicable interconnection process. Seller shall comply with the terms and conditions of the Interconnection Agreement. Seller shall be responsible for all costs and expenses associated with the interconnection of the Facility consistent with all standards and requirements set forth by the Interconnecting Utility.

## **Article 7. Quantity; Purchase Price**

- 7.1 **Quantity.** During each Contract Year, Seller shall sell and deliver to Buyer, and Buyer shall purchase and accept delivery of, the quantity of ZRECs produced by the Facility, if any, during each such Contract Year, up to, but not in excess of, the Maximum Annual Quantity of ZRECs indicated on the Service Agreement.
- 7.2 **Excess ZRECs – Sale and Purchase in Current Contract Year.** If the Facility produces ZRECs in excess of the Maximum Annual Quantity, Buyer at its sole discretion may offer to purchase, but is under no obligation to offer to purchase, such excess up to the total of such excess ZRECs at the Purchase

Price and Seller may accept such offer but is under no obligation to sell such excess to Buyer. Seller may offer to sell any RECs in excess of the Maximum Annual Quantity to persons other than Buyer.

- 7.3 **Excess ZRECs – Sale and Purchase in Subsequent Contract Year.** During the first fourteen (14) years of the Delivery Term, Seller may elect to transfer ZRECs produced by the Facility in excess of the Maximum Annual Quantity to Buyer for billing and payment in the subsequent Contract Year at the Purchase Price. If the Facility produces ZRECs in excess of the Maximum Annual Quantity during a Contract Year, and Buyer does not offer to purchase such ZRECs in accordance with Section 7.2 during such Contract Year, Seller may elect to transfer such excess ZRECs to Buyer's NEPOOL GIS account, and apply them against production for the subsequent Contract Year, subject to the subsequent Contract Year's Maximum Annual Quantity. Seller must notify Buyer of this election twenty (20) Business Days prior to the transfer of such excess ZRECs. Seller shall invoice Buyer for excess ZRECs transferred to Buyer under this Section 7.3, which charge shall be included on the next invoice generated during the subsequent Contract Year. Buyer will deduct the excess ZRECs purchased from the subsequent Contract Year's Maximum Annual Quantity. In no event shall Buyer be required to purchase ZRECs in excess of the Maximum Annual Quantity during any Contract Year. For avoidance of confusion, the following example is provided: If a developer with a Maximum Annual Quantity of 50 ZRECs produces 55 ZRECs in Contract Year 1 and such Seller elected and properly notified Buyer of its intent to transfer the excess 5 ZRECs to Buyer for payment in Contract Year 2, Buyer would pay for 50 ZRECs in Contract Year 1, in accordance with the normal invoicing cycle, and pay for the extra 5 ZRECs in Contract Year 2. However, those 5 ZRECs would be applied against Seller's Maximum Annual Quantity of 50 ZRECs for Contract Year 2, leaving only forty-five (45) additional ZRECs to be purchased by Buyer during Contract Year 2.
- 7.4 **Purchase Price.** ZRECs produced by the Facility and Delivered into the Buyer's NEPOOL GIS account shall be purchased by the Buyer at the rates shown in the Purchase Price section of the Service Agreement.

## **Article 8. Billing and Payment**

- 8.1 **Payment.** Payment for any ZRECs Delivered in accordance with Section Article 5.5.3 of these Terms and Conditions shall be made by Buyer to Seller on or before the last day of the month following the month of ZREC receipt in accordance with Section Article 5.5.3 (or in either event the next Business Day if such day is not a Business Day).

- 8.2 **Disputes.** If either Party disputes the amount paid to it by the other Party, it shall so notify the other Party in writing and such disputed amount shall be withheld by such other Party pending resolution of the dispute. Any undisputed amounts shall be paid when due. The paying Party shall be responsible to pay interest on any withheld amounts that are determined to have been properly billed, which interest shall be calculated in the same manner as interest on late payments under Section 8.5. Neither Party shall have the right to challenge any monthly bill nor to bring any court or administrative action of any kind questioning the propriety of any bill after a period of twenty four (24) months from the date the bill was due.
- 8.3 **Payment Method.** All payments shall be made by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party in the Service Agreement.
- 8.4 **Netting and Setoff.** If Buyer and Seller are required to pay any amount under the Agreement on the same day or in the same month, then such amounts with respect to each Party may be aggregated and the Parties may discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the Party owed the difference between the amounts owed. Each Party reserves to itself all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which such Party has or may be entitled to (whether by operation of law or otherwise). The obligations to make payments under the Agreement and any other Small Class I Zero Emission Project Tariff Service Agreement] and any other Standard Contract for the Purchase and Sale of Connecticut Class I Renewable Energy Credits from Low and Zero Emission Projects between the Buyer and Seller, if any, may upon mutual agreement of the Parties be aggregated, and the Parties may discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the Party owed the difference between the amounts owed.
- 8.5 **Interest on Late Payment.** All overdue payments hereunder shall bear interest from (and including) the due date to (but excluding) the date of payment at the Interest Rate.
- 8.6 **Taxes.** Seller shall pay or cause to be paid all taxes imposed by any government authority (“Governmental Charges”) on or with respect to the ZRECs or production of the ZRECs arising prior to Delivery. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the ZRECS at and after Delivery (other than ad valorem, franchise or income taxes that are related to the sale of the ZRECs and are, therefore, the responsibility of the Seller). Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law. A tax shall not include any penalty or fines.

## **Article 9. Performance Assurance**

- 9.1 **Provision of Performance Assurance.** Seller shall be required to post Performance Assurance in the amount and form as specified on the Service Agreement within fifteen (15) Business Days of the Effective Date to secure Seller's obligations under the Agreement. Seller's failure to provide said Performance Assurance as required shall result in automatic termination of this Agreement.
- 9.2 **Return of Performance Assurance.** Performance Assurance shall be returned to Seller at the earlier of (i) thirty (30) days after the In-Service Date, (ii) termination of the Agreement for failure to receive Regulatory Approval, (iii) termination of the Agreement because the Facility was not constructed due to a Force Majeure Event, or (iv) termination of the Agreement due to an Event of Default by Buyer. For purposes of clarification, Buyer has no obligation to return Performance Assurance if the Agreement is terminated due to an Event of Default by Seller.

## **Article 10. Covenants, Representations and Warranties**

- 10.1 **Seller Covenants, Representations and Warranties.** On and as of the Effective Date, and upon Delivery, Seller hereby covenants, represents and warrants to Buyer as follows:
- 10.1.1 Seller has and, at all times during the Term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;
- 10.1.2 The execution, delivery and performance of the Agreement by Seller has been duly authorized by all necessary action and does not violate any of the terms or conditions of Seller's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Seller;
- 10.1.3 There is no pending or (to Seller's knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects Seller's ability to perform its obligations under the Agreement;
- 10.1.4 Seller is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

10.2 **Buyer covenants, representations and warranties.** On, as of the Effective Date, and upon Delivery, Buyer hereby represents and warrants to Seller as follows:

10.2.1 Buyer has, and at all times during the Term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;

10.2.2 The execution, delivery and performance of the Agreement by Buyer has been duly authorized by all necessary action and does not violate any of the terms or conditions of Buyer's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Buyer;

10.2.3 There is no pending or (to Buyer's knowledge) threatened litigation or administrative proceeding that materially adversely affects Buyer's ability to perform its obligations under the Agreement; and

10.2.4 Buyer is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

10.3 **Additional Seller or ZREC Covenants.** On, as of the Effective Date, and upon Delivery, Seller hereby represents and warrants to Buyer as follows:

10.3.1 At the time of Delivery, Seller shall convey title to any and all of the ZRECs Delivered to Buyer in accordance with the Agreement free and clear of any and all liens or other encumbrances or title defects and Seller further represents that any and all of the ZRECs represent generation from a generation facility that has been qualified by the Authority as eligible to produce ZRECs pursuant to the Renewable Portfolio Standard and that such Facility is substantially as described in the Service Agreement. Upon each Delivery, Seller represents and warrants to Buyer that (A) it has sold and transferred the ZRECs once and only once exclusively to Buyer; (B) the ZRECs and any other Environmental Attributes sold hereunder have not expired and have not been, nor will be sold, retired, claimed or represented as part of electricity output or sale, or used to satisfy any renewable energy or other carbon or renewable generation attributes obligations under the RPS or in any other jurisdiction; (C) that it has made no representation, in writing or otherwise, that any third-party has received, or has obtained any right to, such ZRECs that are inconsistent with the rights being acquired by Buyer hereunder, including, but not

limited to, any right to use the ZRECs to meet the renewable energy requirements in any other state or jurisdiction, or under any other renewable energy program; and (D) the ZRECs, as applicable, meet statutory requirements as they existed as of the Effective Date.

10.3.2 Seller warrants that as of the initial Delivery date and continuing thereafter, the Facility will be qualified to produce Connecticut Class I Renewable Energy Credits that meet the requirements of the ZREC Product as elected on the Service Agreement.

10.3.3 Seller is an Account Holder as defined in Rule 2.2 of the NEPOOL GIS Operating Rules.

10.3.4 Seller covenants that it shall not change the **Facility, as described in the Service Agreement, without the prior written consent of Buyer.**

## **Article 11. Assignment**

11.1 **Prohibition on Assignments.** Except as permitted under this Article 11, the Agreement may be assigned by Seller, unless Buyer notifies Seller in writing, within thirty (30) days of receipt of written notice of Seller's intent to make an assignment, that Buyer has reasonably determined that such assignment will have a material adverse effect on Seller's creditworthiness or Seller's ability to perform its obligations under the Agreement and notifies Seller in writing that Buyer does not consent to the assignment. When assignable, the Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or other transfer of the Agreement by either Party shall operate to release the assignor, pledger, or transferor from any of its obligations under the Agreement unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledger, or transferor from its obligations thereunder.

11.2 **Assignments by Seller.** Seller may pledge or assign the Facility, the Agreement or the revenues under the Agreement to any Lender as security for the project financing or tax equity financing of the Facility; *provided, however,* that the Facility shall remain at all times located at the original site.

11.3 **Change of Control over Seller.** Buyer's consent shall be required for any "Change of Control" (as defined below) over Seller. Buyer's consent shall be deemed provided within forty-five (45) days [of Buyer's receipt of the Seller's](#)

notice of its intent to Change Control unless Buyer notifies Seller in writing, within thirty (30) days of receipt of Seller's written notice of intent to make a Change of Control, that Buyer has reasonably determined that such a Change of Control will have a material adverse effect on Seller's creditworthiness or Seller's ability to perform its obligations under the Agreement and that Buyer does not consent to such Change of Control. If Buyer does not consent to a Change of Control requested by Seller resulting from a bona-fide, good faith transaction entered into by Seller for a Change of Control within such forty-five day period, Seller may terminate the Agreement upon sixty (60) days' notice to Buyer. For the purposes of this Section 11.3, "Change of Control" shall mean either (a) change in ownership of more than fifty percent (50%) of the equity interest of Seller in the Facility, either directly or indirectly, or (b) a change of control in fact of Seller.

- 11.4 **Permitted Assignment by Buyer.** Buyer shall have the right to assign the Agreement without consent of Seller in connection with any merger, consolidation, exchange of all of the common stock or other equity interests or other similar transactions involving Buyer that is approved by the Authority.
- 11.5 **Prohibited Assignments.** Any purported assignment of the Agreement not in compliance with the provisions of this Article 11 shall be null and void.

## **Article 12. Regulatory Approval; Cost Recovery**

- 12.1 **Failure to Obtain Regulatory Approval.** If Buyer notifies Seller that it has received an order from the Authority regarding this Agreement that is not acceptable either in form or substance to Buyer in its sole discretion, Buyer may terminate this Agreement within thirty (30) days after the date of the order. Buyer must provide notice of such termination to Seller in accordance with the provisions of Article 14. Upon such termination, neither Party shall have any further liability hereunder.
- 12.2 **Buyer Cost Recovery.** The Parties recognize and agree that the Agreement and the amounts to be paid to Seller for ZRECs hereunder, and the reasonable and prudently incurred costs and fees incurred by Buyer associated with this Agreement, are premised upon Authority approval. If the Authority fails to authorize the Buyer's full cost recovery of these reasonable and prudently incurred costs and fees, then Buyer may immediately terminate this Agreement.

## **Article 13. Events of Default; Remedies**

- 13.1 **Events of Default.** An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

13.1.1 if a Party materially breaches any or all of its obligations as described in the Agreement and such breach is not cured within twenty (20) Business Days of written notice of such breach from the other Party;

13.1.2 if any representation or warranty or covenant made by a Party in Article 10 of the Agreement proves to have been misleading or false in any material respect when made; and/or

13.1.3 if a Party becomes Bankrupt.

**13.2 Additional Seller Events of Default.** An “Event of Default” shall also mean with respect to Seller the occurrence of any of the following:

13.2.1 if Seller, on behalf of the Facility, receives, or has received, a grant or rebate from CEFIA or its predecessor CCEF, or any successor agency or fund (subject to the clarifications set forth in Section 4.1.8); or,

13.2.2 if Seller fails to satisfy any and all of the conditions set forth in Article 4 within twelve (12) months of the Delivery Term Start Date; or,

13.2.3 if Seller fails to deliver any ZRECs from the Facility to Buyer for twenty-four (24) consecutive months.

**13.3 Remedies Upon Default.**

13.3.1 **Remedies.** Upon the occurrence and continuation of an Event of Default, the other Party (the “Non Defaulting Party”) may (i) terminate the Agreement upon written notice to the Defaulting Party, (ii) withhold any payments due in respect of the Agreement to the extent of its damages pursuant to this Section 13.3.1, and/or (iii) exercise such remedies as provided in the Agreement. Both Parties hereby stipulate that the remedies set forth in this Section 13.3.1 are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as an unreasonable penalty.

13.3.2 **Suspension of Performance.** Notwithstanding any other provision hereof, if an Event of Default has occurred and is continuing, the Notifying Party may, on notice to the other Party, suspend performance of its obligation to deliver and sell, or receive and purchase ZRECs until such Event of Default is cured; *provided, however,* that any suspension shall not extend the Delivery Term

period. Any such suspension shall be without prejudice to any remedy provided herein or otherwise available at law or in equity, including the right to subsequently terminate under Section 13.3.1.

### **13.3.3 Other Buyer Remedies.**

- a) With respect to a Seller default pursuant to Section 13.2.1 (Facility, receives, or has received, a grant or rebate from the Clean Energy Finance and Investment Authority or its predecessor the Connecticut Clean Energy Fund, or any successor agency or fund), (i) the Agreement shall be deemed to have terminated automatically as of the date of such receipt, (ii) Seller shall forfeit its Performance Assurance to Buyer, and (iii) Seller shall promptly return any amounts to Buyer paid for any ZRECs under the Agreement subsequent to receipt of such grant or rebate.
- b) With respect to a Seller default pursuant to Section 13.2.2 (generation from the Facility has not begun within twelve (12) months of the Delivery Term Start Date), the Agreement shall terminate immediately.
- c) With respect to a Seller default pursuant to Section 13.2.3, Buyer shall have the right to terminate the Agreement without further liability on the part of Buyer, by giving Seller fifteen (15) Business Days' notice.

## **Article 14. Notices and Contact Information**

- 14.1 Any notice, demand, or request permitted or required under the Agreement shall be in writing and shall be delivered in person, by prepaid overnight United States mail or by overnight courier service, return receipt requested, to a Party at the applicable address set forth in the Service Agreement. Any such notice must reference the Service Agreement Number.
- 14.2 Notices by hand delivery shall be effective at the close of business on the day actually received, if received during receiving party's business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or overnight courier service shall be effective on the close of business on the next Business Day after such notice was sent.
- 14.3 Any correspondence related to the Performance Assurance should be sent to the Credit contact at the applicable address set forth in the Service Agreement. Any such notice must reference the Service Agreement Number.

- 14.4 The notice and contact information specified in the Service Agreement and in this Article 14 may be changed from time to time by written notice by either Party to the other Party without amendment of the Agreement.

### **Article 15. Force Majeure**

- 15.1 **Force Majeure.** (a) Except as otherwise set forth in the Agreement, neither Party shall be liable to the other Party for failure or delay in the performance of any obligation under the Agreement during the Term if and to the extent that such delay or failure is due to a Force Majeure Event. The Party claiming Force Majeure shall notify the other Party of the occurrence thereof as soon as possible and shall use reasonable efforts to resume performance immediately. (b) In no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the Delivery Term Start Date of the Agreement. (c) After the Delivery Term Start Date, in no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the Delivery Term of the Agreement. (d) After the Delivery Term Start Date, in the event of (i) a Force Majeure Event of twelve (12) consecutive months duration, or (ii) Force Majeure Events cumulatively totaling twelve (12) months, in which Seller fails to deliver any ZRECs from the Facility to Buyer, Buyer shall have the right to terminate the Agreement without further liability to Buyer, by giving Seller fifteen (15) Business Days written notice.

### **Article 16. Limitation of Liability**

- 16.1 WITH RESPECT TO ANY LIABILITY HEREUNDER, NEITHER SELLER NOR BUYER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

### **Article 17. Dispute Resolution**

- 17.1 Except as otherwise expressly set forth herein, for any and all disputes or issues, the Parties shall refer to this Article 17. A Party must respond to the other Party's notice concerning a disputed issue within ten (10) Business Days of first notification unless otherwise specified in the Agreement.
- 17.2 Any Party may give the other Party notice of any dispute not resolved in the normal course of business ("Initial Notice"). A copy of the Initial Notice shall also be given to the Authority. Such Initial Notice shall include: (a) a statement of that Party's position and a summary of arguments supporting

that position; and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within five (5) Business Days after delivery of the Initial Notice, the receiving Party shall respond with: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within fifteen (15) Business Days after delivery of the Initial Notice, representatives of both Parties and, at the Parties request, shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties are unable to resolve the dispute within sixty (60) Business Days after the delivery of the Initial Notice, a Party may petition the Authority to initiate a proceeding to resolve the dispute. The Parties should report to the Authority any resolution of disputes agreed to by the Parties within five (5) Business Days of said agreement.

- 17.3 The Parties agree that all disputes or issues arising out of the Agreement shall be brought to the Authority for resolution of the dispute or issues as provided in this Article 17. The Parties waive their right to bring disputes or issues to any other forum except as provided in the Uniform Administrative Procedures Act, General Statutes of Connecticut § 4-166, et seq.(c).
- 17.4 **Allocation of Dispute Costs.** Each Party shall be responsible for its own legal fees, including but not limited to attorney fees. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes.
- 17.5 **Waiver Of Jury Trial.** EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THE AGREEMENT.

#### **Article 18. Miscellaneous**

- 18.1 **Records.** The Parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least six (6) years such records as may be needed to afford a clear history of all deliveries of ZRECs pursuant to the Agreement. For any matters in dispute, the Parties shall keep the records

related to such matters until the dispute is ended. This Section shall survive the expiration or termination of the Agreement.

- 18.2 **Audit Rights.** Seller and Buyer shall each have the right throughout the Term and for a period of six (6) years following the end of the Term, upon reasonable prior notice, to audit copies of relevant portions of the books and records of the other Party to the limited extent necessary to verify the basis for any claim by a Party for payment from the other Party or to determine a Party's compliance with the terms of the Agreement. The Party requesting the audit shall pay the other Party's reasonable costs allocable to such audit.
- 18.3 **Accounting Information.** Seller shall provide to Buyer, and in a timely fashion following its request, reasonably requested information that Buyer requires for its accounting analysis or Securities and Exchange Commission reporting purposes. Buyer agrees to treat any information that includes confidential information with the same degree of care that it accords its own confidential information.
- 18.4 **Site Access.** Buyer and its representatives shall have the right, but not the obligation, during business hours, upon reasonable notice to Seller, to visit and view the Facility site including, but not limited to, the purposes of verifying compliance with the Facility's description as provided in the Service Agreement, and final Facility size as of its In-Service Date. Buyer and Seller agree that it shall constitute a material breach by Seller to deny Buyer reasonable access to the site and the Facility and that such material breach shall constitute an Event of Default by Seller under Article 13.
- 18.5 **Amendment/Binding Effect.** The Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to the Agreement and, with respect to amendments only, receive approval of the Authority. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.
- 18.6 **Severability.** If any article, section, phrase or portion of the Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement shall remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of the Agreement and the benefits to the Parties are not substantially impaired.
- 18.7 **Entire Agreement.** The Agreement completely and fully supersedes all other understandings or agreements, both written and oral, including any

term sheet or confirmation, between the Parties relating to the subject matter hereof.

- 18.8 **Waiver.** No delay or omission by a Party in the exercise of any right under the Agreement shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.
- 18.9 **Governing Law; Venue; Waiver of Jury Trial.** The Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of law. Parties waive the right to a trial by jury. Any dispute arising out of the Agreement shall be governed by Section 17.3 of the Agreement.
- 18.10 **Headings.** The article and section titles in the Agreement are only for purposes of convenience and do not form a part of the Agreement and will not be taken to qualify, explain or affect any provision thereof.
- 18.11 **Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party, and any of said other Party's Affiliates, directors, officers, employees, agents and permitted assigns, from and against all third party claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any event or circumstance first occurring or existing during the period when control and title to the Products is vested in such Party or which is in any manner connected with the performance of the Agreement by such Party, except to the extent that such Claim may be attributable to the gross negligence or willful misconduct of the Party seeking to be indemnified. This indemnity shall survive the expiration or termination of the Agreement for the full statutory period allowable by applicable law.
- 18.12 **No Third Party Beneficiaries.** **Nothing herein is intended to or should be construed to create any rights of any kind whatsoever in third persons not parties to the Agreement.**
- 18.13 **Counterparts; Transmittal.** The Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Facsimile or electronic transmission of the Agreement shall constitute good and valid delivery.

## [APPENDIX A]

### The United Illuminating Company REC Meter Requirements For Zero Emissions REC Program

#### 1.0 INTRODUCTION

This document outlines The United Illuminating Company's ("UI") meter requirements for generators participating in the LREC and ZREC program ("Program") and interconnecting with UI. This document represents general meter requirements that shall apply to every Program participant. This document does not replace or render void other UI requirements with respect to any other program or rate tariff applicable to a Program participant (e.g., the requirements for UI's Net Energy Rider).

If a Program participant already has metering equipment that is capable of communicating the required data to the UI data collection system for use in the Program and such metering equipment meets or exceeds the requirements outlined herein, then the Program participant may submit a written request for UI to review the existing metering equipment at the time that the Program participant submits its application for the Program. UI may approve or reject use of the existing metering equipment at its sole discretion.

#### 2.0 PROGRAMMATIC REQUIREMENTS

##### 2.1 METERS AND METER EQUIPMENT

All Program participants are required to purchase and install, at their sole cost and expense, meter provisions that, at a minimum, meet the UI Guidebook of Requirements for Electric Service (<http://goo.gl/r7o6c>) as well as the Guidelines for Interconnection (<http://goo.gl/5RMwy>). All meter installations shall meet the accessibility and location requirements listed in the interconnection documents. Program participants are also solely responsible for any and all costs of all meter provisions and cabinets required as well as the installation of the same. Program participants are also responsible for expenses (if any) associated with meter installation above and beyond those covered by applicable rates and tariffs.

If UI determines that the meter installation requires instrument transformers, the Program participant will provide, at its sole cost and expense, an approved instrument transformer cabinet for UI's use. UI will normally purchase, own and install any required instrument transformers. In special circumstances, UI may, at its sole discretion, approve the use of instrument transformers provided with the applicable generating equipment (provided that, among other things, the devices supplied with the generating equipment are of revenue grade .3% (.003) accuracy).

Location of meter provisions and cabinets must be in a safe and adequate meter working space as determined by UI in its sole discretion. Generally, the generator meter provision should be located as close as reasonably possible to the Program participant's revenue meter(s). UI will purchase, own, install, maintain, test and read the meters, but the Program participant is responsible for any and all monthly metering fees as established by rates or tariffs approved and on file with the Connecticut Public Utilities Regulatory Authority. Program participants may install separate energy metering equipment at their sole cost and expense, but this equipment must be completely independent of any equipment used by UI. UI will not utilize, read, maintain or test any meters or equipment provided with the generating equipment or provided by the participant.

The number of required meters will vary depending on the size of the installation compared to energy consumed by the Program participant and the rates and tariffs applicable to the participant. Typically (but not always), a standard LREC/ZREC installation will require two meters: a revenue (current Program participant meter) and a generator meter. The generator meter will be located after any inverters from the generator and before the participant's load. Additional metering may be required and will be at the Program participant's sole cost and expense, such as if the Program participant desires to participate in the UI Net Energy Rider (as detailed in the corresponding tariff).

If power storage equipment (i.e., battery bank) is utilized by the Program participant, the connection for the power storage equipment will be behind the inverter. Generation will be measured net with the power consumed by the power storage equipment.

## **2.2 APPLICATION REVIEW**

Accompanying the Interconnection Application, UI requires, at a minimum, a bill of materials (including the meter of record), cut sheets, a site plan, and a one-line drawing of the applicable system as well as any other systems located at the same site. At UI's request, the Program participant may be required to submit additional information including, but not limited to, three-line drawings, system wide drawings for larger commercial participants as well as specifications of existing equipment within a Program participant's system.

UI will conduct a review of the Program participant's system as it affects metering and will have the authority and sole discretion to require changes to any portion of the system as well as to reject any application based upon UI's judgment. Additionally, UI will review any other systems located at the same site and will have authority to require changes to existing generation systems on site prior to approving the current Program participant application. Multiple generation meters on one site will require UI's review and approval.

Interconnection applications will follow UI's standard Distributed Generation interconnection process approved and on file at PURA. UI reserves the right to review and reject any application based upon existing or anticipated system conditions within the proximity of the Program participant's site or any concerns with respect to system reliability associated with the Program participant's design.

## **3.0 METER DATA**

UI will provide monthly revenue meter reads to the Program participant as part of the existing rate or tariff pursuant to which Program participant is taking electric service. UI will provide to NEPOOL GIS the monthly meter reads for the generator meter(s). Additional information including, but not limited to, daily reads and reactive or interval data, may be available if collected by the revenue meter. Such additional data can be provided at Program participant's sole cost and expense pursuant to applicable rates and tariffs.

APPENDIX B  
FORM OF LETTER OF CREDIT  
IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

ISSUE DATE: \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

APPLICANT  
[Applicant Name]  
[Applicant Address]

BENEFICIARY  
[Beneficiary Name]  
c/o The United Illuminating Company  
157 Church Street  
New Haven, CT 06506-0901

ATTENTION: Patricia Cosgel - Treasurer

EXPIRY DATE: *[insert date]*

<u>CURRENCY</u>	<u>AMOUNT</u>
USD	\$ <i>[insert amount]</i>

ASSOCIATED AGREEMENT  
[Agreement title and date]

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT NO: [\_\_\_\_\_] BY ORDER OF AND FOR THE ACCOUNT OF [Applicant Name], [Applicant Address] FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE [\_\_\_\_\_] AND 00/100 UNITED STATES DOLLARS (USD[\_\_\_\_\_] ) AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON [Name of Issuer] (“ISSUER”) LOCATED AT [Issuer Address].

THIS LETTER OF CREDIT IS EFFECTIVE FROM [\_\_\_\_\_, 20[\_\_\_]] AND SHALL EXPIRE ON [\_\_\_\_\_, \_\_\_\_] AT OUR COUNTERS, PROVIDED THAT THIS LETTER OF CREDIT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRY DATE WE NOTIFY YOU BY REGISTERED MAIL RETURN RECEIPT REQUESTED OR COURIER (WITH DELIVERY CONFIRMED IN WRITING) THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE AND IF A SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO YOU IS NOT PROVIDED TO YOU BY OR ON BEHALF OF THE APPLICANT AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE IN EFFECT AT THE TIME OF NOTICE, THEN YOU MAY DRAW DOWN THIS LETTER OF CREDIT UP TO THE AVAILABLE AMOUNT (i.e., ORIGINAL AMOUNT OF THIS LETTER OF CREDIT NOTED ABOVE REDUCED BY AMOUNT OF PRIOR PAID DRAWINGS).

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

THE BELOW MENTIONED DOCUMENT(S) MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS INSTRUMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

1. YOUR SIGNED AND DATED STATEMENT, IN THE FORM OF ANNEX 1 ATTACHED HERETO; AND
2. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).

PRESENTATION OF ANY DRAWING MAY BE MADE BY HAND-DELIVERY, EXPRESS COURIER, OR CERTIFIED MAIL AT THE FOLLOWING ADDRESS:

**[Issuer]**

**[Issuer's Address]**

**PH:** [( ) - ]

**ATTENTION:** [ ]

DRAWINGS PRESENTED BY TELEFACSIMILE ("FAX") TO FAX NO.[ ] ARE ALSO ACCEPTABLE PROVIDED THAT SUCH FAX PRESENTATION IS MADE ON OR BEFORE THE EXPIRY DATE AND THE ORIGINAL DRAWING CERTIFICATES ARE SIMULTANEOUSLY FORWARDED BY OVERNIGHT COURIER SERVICE TO THE ABOVE ADDRESS, BUT THE FAILURE OF THE COURIER SERVICE TO TIMELY DELIVER SHALL NOT AFFECT THE EFFECTIVENESS OF THE FAX PRESENTATION.

IF A DRAWING IS MADE BY YOU HEREUNDER AT OR BEFORE 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY (AS HEREINAFTER DEFINED) IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 4:00 P.M., NEW YORK TIME, ON THE NEXT FOLLOWING BUSINESS DAY. IF A DRAWING IS MADE BY YOU HEREUNDER AFTER 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 3:00 P.M., NEW YORK TIME, ON THE SECOND BUSINESS DAY THEREAFTER.

THIS LETTER OF CREDIT MAY BE TERMINATED UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF THE ISSUER UNDER THIS LETTER OF CREDIT AND, AS A RESULT, THE ISSUER SHALL ALWAYS REMAIN LIABLE TO THE BENEFICIARY FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, NOTWITHSTANDING SAID BANKRUPTCY, RECEIVERSHIP, PETITION OR DISCHARGE - NOT TO EXCEED THE AVAILABLE AMOUNT OF THIS LETTER OF CREDIT.

ADDITIONAL TERMS AND CONDITIONS:

1. ALL COMMISSIONS AND OTHER BANKING CHARGES WITH RESPECT TO THIS LETTER OF CREDIT WILL BE BORNE BY THE APPLICANT.
2. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.
3. THIS LETTER OF CREDIT IS IRREVOCABLE.
4. THE AMOUNT WHICH MAY BE DRAWN BY YOU UNDER THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED BY THE AMOUNT OF ANY UNREIMBURSED DRAWINGS HEREUNDER AT OUR COUNTERS.
5. ANY NUMBER OF PARTIAL DRAWINGS ARE PERMITTED FROM TIME TO TIME UNDER THIS LETTER OF CREDIT.
6. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98") OR SUCH LATER REVISION (S) OF THE INTERNATIONAL STANDBY PRACTICES AS MAY BE HEREAFTER ADOPTED. AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.
7. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.
8. A FAILURE TO MAKE ANY PARTIAL DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.
9. NOTWITHSTANDING ANY PROVISION OF THIS LETTER OF CREDIT TO THE

CONTRARY, SHOULD THIS LETTER OF CREDIT EXPIRE OR TERMINATE ON A DATE THAT THE ISSUER'S LOCATION IS CLOSED DUE TO AN INTERRUPTION OF THE ISSUER'S BUSINESS CAUSED BY AN ACT OF GOD, WEATHER-RELATED EVENT, RIOT, CIVIL COMMOTION, INSURRECTION, ACT OF TERRORISM, WAR, DECLARED OR UNDECLARED, OR ANY CAUSE BEYOND THE ISSUER'S CONTROL, THEN THE TERMS OF THIS LETTER OF CREDIT WILL AUTOMATICALLY BE EXTENDED FOR AN ADDITIONAL PERIOD EQUAL TO THE LENGTH OF THE INTERRUPTION OF THE ISSUER'S BUSINESS, WHICH ADDITIONAL PERIOD SHALL NOT BE LESS THAN TEN (10) BUSINESS DAYS OR IN ANY EVENT LONGER THAN THIRTY (30) CALENDAR DAYS, FOLLOWING THE DAY ON WHICH THE ISSUER RESUMES ITS BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED, AND, AS A RESULT, ANY DRAWING ON THIS LETTER OF CREDIT WHICH COULD PROPERLY HAVE BEEN MADE, BUT FOR SUCH INTERRUPTION, SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE, INCLUDING DRAWING OR INQUIRIES TO:

**[Issuer]**

**[Issuer Address]**

**PH:** [(\_\_\_\_) \_\_\_\_-\_\_\_\_]

**ATTENTION:** \_\_\_\_\_

ANNEX 1 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

DATE: \_\_\_\_\_

TO:    **[Issuer]**  
      **[Issuer Address]**

ATTENTION: STANDBY LETTER OF CREDIT UNIT

LADIES AND GENTLEMEN:

THE UNDERSIGNED HEREBY DRAWS ON THIS LETTER OF CREDIT BECAUSE OF ONE OR MORE OF THE FOLLOWING REASONS:

(A) THE AMOUNT FOR THIS DRAWING, USD **[INSERT AMOUNT]**, BEING MADE UNDER THE *[Issuer Name]* (“ISSUER”) LETTER OF CREDIT NUMBER **[INSERT LETTER OF CREDIT REFERENCE NUMBER]**, REPRESENTS AN AMOUNT DUE AND PAYABLE TO BENEFICIARY FROM APPLICANT UNDER AND/OR IN CONNECTION WITH *[Associated Agreement Reference]*, OR

(B) THE AMOUNT FOR THIS DRAWING, USD **[INSERT AMOUNT]**, IS BEING MADE UNDER THE *[Issuer Name]* (“ISSUER”) LETTER OF CREDIT NUMBER **[INSERT LETTER OF CREDIT REFERENCE NUMBER]** BECAUSE THE ISSUER HAS NOTIFIED THE BENEFICIARY THAT (I) IT HAS ELECTED NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED, (II) NO SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO BENEFICIARY HAS BEEN PROVIDED BY APPLICANT, AND (III) THE CURRENT EXPIRY DATE OF THIS LETTER OF CREDIT IS WITHIN THIRTY (30) DAYS.

VERY TRULY YOURS,

**[UI/Beneficiary Entity]**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## ***The United Illuminating Company***

### ***Virtual Net Metering Rider VNM***

*Applies throughout the Company's Service Area*

#### **Availability:**

Based on Conn. Gen. Stat. § 16-244u and § 16-244u(e)(3), as amended by Public Act 13-298, Sec. 35, Public Act 13-247, Sec. 119, Public Act 16-216, Sec. 1, Public Act 17-218, Sec. 5, and Public Act 19-35, Sec. 7, this Rider is available to municipal, state, or agricultural customers within the Company's Service Territory as long as they meet all of the requirements set forth in the referenced statute. Application of this Rider is also subject to the requirements of the referenced statute and the limitations and other terms set forth below. An eligible customer must be a "Customer Host" with an "Eligible Facility" as defined below. In order to receive the full benefit of its Eligible Facility, the Customer Host may designate up to five, or ten, in circumstances as set forth below, "Beneficial Accounts" within the Company's service territory as set forth in the referenced statute. As the referenced statute also requires, the Customer Host, the Eligible Facility and all Beneficial Accounts must be in the Company's Service Territory. This Rider is issued in accordance with PURA Final Decision, dated July 21, 2014, Docket No. 13-08-14, *PURA Development of the Administrative Processes and Program Specifications for Virtual Net Metering* (the "VNM July 2014 Decision") as amended by PURA Final Decision, dated December 17, 2014, Docket No. 13-08-14RE01, *PURA Development of the Administrative Processes and Program Specifications for Virtual Net Metering – VNM Methodology* (the "VNM December 2014 Decision"), PURA Final Decision, dated December 2, 2015, Docket No. 13-08-14RE02 (the "VNM December 2015 Decision"), PURA Final Decision, dated February 3, 2016, Docket No. 15-09-08 (the "VNM February 2016 Decision"), PURA Final Decision, dated October 26, 2016, Docket No. 13-08-14RE03 (the "VNM October 2016 Decision"), PURA Final Decision, dated July 20, 2018, Docket No. 13-08-14RE04 (the "VNM July 2018 Decision"), and PURA Final Decision, dated October xx, 2019, Docket No. 13-08-14RE05 (the "VNM October 2019 Decision").

#### **Definitions:**

*"Agricultural Beneficial Account"* means the account of an Agricultural Customer designated by an Agricultural Customer Host to receive Virtual Net Metering Credits from that Agricultural Customer Host. The Agricultural Customer Host shall not designate more than ten Beneficial Accounts, each of which shall (1) use electricity for the purpose of agriculture, as defined in subsection (q) of Connecticut General Statutes § 1-1, or (2) be a Municipal Customer, or (3) be a critical facility, as defined in subdivision (2) of subsection (a) of Connecticut General Statutes § 16-243y that is also non-

commercial. Accordingly, a non-commercial critical facility may qualify as an Agricultural Beneficial Account.

*“Agricultural Customer”* means an in-state retail end user of an electric distribution company that uses electricity for the purpose of agriculture, as defined in subsection (q) of Connecticut General Statutes § 1-1.

*“Agricultural Customer Host”* is an Agricultural Customer that fully owns or holds an equity interest in a special purpose entity (SPE) that either owns the Virtual Net metering Facility or directly owns less than 100% of the Agricultural Virtual Net Metering Facility and participates in agricultural virtual net metering.

*“Agricultural Virtual Net Metering Facility”* means a Class I renewable energy source, as defined in Connecticut General Statutes § 16-1(a)(26), as it may be amended from time to time, that is operated as part of a business for the purpose of agriculture, as defined in subsection (q) of Connecticut General Statutes § 1-1, that: (i) is served by an electric distribution company on land owned or controlled by an agricultural customer host and serves the electricity needs of the agricultural customer host and its Beneficial Accounts; (ii) is within the same electric distribution company service territory as the agricultural customer host and its Beneficial Accounts; (iii) has a nameplate capacity rating of three megawatts or less; and (iv) is physically located behind a single electric distribution company revenue meter billed to the Agricultural Customer Host.

*“Allocation Factors”* equal the relative proportion of load for each of the Beneficial Accounts designated by the Customer Host, as determined by meter readings of the Beneficial Accounts.

*“Beneficial Account”* means an Agricultural Beneficial Account, Municipal Beneficial Account, Municipal Critical Facility Beneficial Account, State Beneficial Account, or State Critical Facility Beneficial Account, as appropriate for the context of its usage. For all purposes pursuant to service under this Rider, a Municipal Beneficial Account must be an account of a Municipal Related Customer, as defined below, and a State Beneficial Account must be the account of a State Related Customer, as defined below.

*“Complete Billing Service”* means the Customer Host receives from the Company an invoice reflecting an Electric Supplier’s generation service charges.

*“Customer Host”* means an Agricultural Customer Host, Municipal Customer Host, or State Customer Host, as appropriate for the context of its usage.

*“Declining Percentage of the Transmission and Distribution Charges”* means, during the period commencing with the later of the effective date of this rider or the first day of commercial operation (credit commencement date) of a

Virtual Net Metering Facility, or an Agricultural Virtual Net Metering Facility, and ending after one year, eighty per cent of the transmission and distribution charges, during the period commencing at the beginning of the second year following the credit commencement date of a Virtual Net Metering Facility or an Agricultural Virtual Net Metering Facility and ending after one year, sixty per cent of the transmission and distribution charges, and commencing at the beginning of the third year following the credit commencement date of a Virtual Net Metering Facility or an Agricultural Virtual Net Metering Facility and for each year thereafter, forty per cent of the transmission and distribution charges.

*“Eligible Facility”* means a Virtual Net Metering Facility, or Agricultural Virtual Net Metering Facility, as appropriate for the context of its usage.

*“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 or the Company.

*“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 PURA.

*“Microgrid”* has the meaning specified in Connecticut General Statutes § 16-243y(5), as may be amended from time to time.

*“Municipal Beneficial Account”* means the account of a Municipal Related Customer, designated by a Municipal Customer Host to receive Virtual Net Metering Credits from that Municipal Customer Host. There can be up to five Municipal Beneficial Accounts. A Municipal Beneficial Account may also qualify as an Agricultural Beneficial Account.

*“Municipal Critical Facility Beneficial Account”* means a retail end user of electric service located in the service territory of the Company, designated by a Municipal Customer Host to receive Virtual Net Metering Credits from that Municipal Customer Host, that (i) may be a Municipal Customer, (ii) is not a State Customer, and (iii) is a critical facility, as defined in subdivision (2) of subsection (a) of Connecticut General Statutes § 16-243y, and is connected to a Microgrid. There can be up to five Municipal Critical Facility Beneficial Accounts in addition to the five Municipal Beneficial Accounts.

*“Municipal Customer”* means a retail end user of electric service located in the service territory of the Company that is a Municipality.

*“Municipal Customer Host”* means a Municipal Customer that owns, leases or enters into a long-term contract for an Eligible Facility.

*“Municipal Related Customer”* means a retail end user of electric service located in the service territory of the Company, and belonging to the same Municipality to which the Municipal Customer Host belongs. The Municipal Beneficial Account customer must be a retail end user of electric service that is a Municipality, as defined below.

*“Municipality”* has the meaning specified in Connecticut State Statutes Sec. 7-148 and means any Connecticut town, city or borough, consolidated town and city or consolidated town and boroughs and, for purposes of Section 16-244u (a) (1) of the general statutes, shall also include any school district of any such municipality.

*“Net Exported kWh”* means, in any monthly billing period the difference between the total kWh supplied to the electric distribution system by a Customer Host and the total kWh supplied to that Customer Host from the electric distribution system, to the extent that it is greater than or equal to zero.

*“Passthrough Billing Service”* means the Customer Host receives from an Electric Supplier an invoice reflecting the Electric Supplier’s generation service charges.

*“PURA”* means the Connecticut Public Utilities Regulatory Authority and any predecessor or successor agency.

*“Standard Service”* shall mean the electric generation services provided by the Company, on or after January 1, 2007, to a customer who (a) does not arrange for or is not receiving Generation Service 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 of this service shall be in accordance with the provisions set forth in the Company’s tariffs, on file with the PURA.

*“State Beneficial Account”* means a State Related Customer designated by a State Customer Host to receive Virtual Net Metering Credits from that State Customer Host. There can be up to five State Beneficial Accounts.

*“State Critical Facility Beneficial Account”* means a retail end user of electric service located in the service territory of the Company, designated by a State Customer Host to receive Virtual Net Metering Credits from that State Customer Host, that (i) may be a Municipal Customer, (ii) is not a State Customer, and (iii) is a critical facility, as defined in subdivision (2) of subsection (a) of Connecticut General Statutes § 16-243y, and is connected to a Microgrid. There can be up to five State Critical Facility Beneficial Accounts in addition to the five State Beneficial Accounts.

“*State Customer*” means a retail end user of electric service located in the service territory of the Company and belonging to any office, department, board, council, commission, institution, constituent unit of the state system of higher education, technical high school or other agency in the executive, legislative or judicial branch of state government.

“*State Customer Host*” means a State Customer that owns, leases or enters into a long-term contract for an Eligible Facility.

“*State Related Customer*” means a retail end user of electric service located in the service territory of the Company and the State Customer Host. The State Related Customer must be a State Customer, as defined above.

“*Terms and Conditions*” means the latest version of the Company’s Terms and Conditions on file with, and approved by, PURA.

“*Virtual Net Metering Credit*” or (“*VNMC*”) means a monthly monetary credit associated with the amount of Net Exported kWh produced by a Customer Host in a monthly billing period.

“*Virtual Net Metering Facility*” means a Class I Renewable Energy resource, as defined in Connecticut General Statutes § 16-1(a)(26), as it may be amended from time to time, with a generating capacity of less than or equal to 3 megawatts, or a Class III Renewable Energy resource, as defined in Connecticut General Statutes § 16-1(a)(44), as it may be amended from time to time, with a generating capacity of less than or equal to 3 megawatts, and is physically located behind a single electric distribution company revenue meter billed to the Customer Host.

### **Pricing and Virtual Net Metering Credits:**

If, in a given monthly billing period, the Customer Host supplies more electricity to the electric distribution system than the electric distribution company delivers to the Customer Host, the electric distribution company shall in that month, if the Customer Host receives Standard Service, Last Resort Service or Generation Service from an Electric Supplier pursuant to Complete Billing Service, bill the Customer Host for zero kilowatt hours (kWh) of generation and assign a VNMC for any Net Exported kWh. If the Customer Host receives Generation Service from an Electric Supplier pursuant to Passthrough Billing Service, the Company shall set the amount of generation supply to zero kWh in the customer usage information transaction of the Customer Host provided to the Electric Supplier for that billing period and assign a VNMC for any Net Exported kWh.

*Monthly VNMC.* The VNMC for a given billing month shall equal the product of (a) the sum of (i) the applicable Standard Service or Last Resort Service rate per kWh of the rate schedule under which the Customer Host received, or was eligible to receive, service during such month and (ii) the retail cost per

kWh the Customer Host may have otherwise been charged for transmission and distribution service in accordance with the rate schedule under which the Customer Host received electric service during such month, adjusted in accordance with the schedule of Declining Percentage of the Transmission and Distribution Charges, and (b) any Net Exported kWh. Such VNMC shall be allocated and applied to the balance of the account of each Beneficial Account in accordance with the applicable Allocation Factors. Pursuant to the VNM December 2015 Decision, all Beneficial Accounts will be billed separately. Where consistent with the provisions set forth in the VNM December 2015 Decision, an annual reapportionment of credits may be performed.

### **Qualification and Commencement of Service:**

An Agricultural Customer, Municipal Customer, or State Customer applicant submitting an Interconnection Application on or after July 1, 2013 is entitled to participate in the VNM program. Applicants who would have qualified for the new VNM queue and have already obtained operational status will be entitled to VNM credit treatment under this Rider for consumption on or after the effective date of this Rider.

Applicants seeking to qualify as a Customer Host and participate in virtual net metering under this Rider must submit a Virtual Net Metering Application (VNM Application), and must both initially and on an ongoing basis satisfy the Company's interconnection requirements, as referenced herein. An applicant must also meet (at the applicant's expense) any metering and telemetering requirements designated by the Company. Upon receipt of an applicant's: (i) completed VNM Application, (ii) preliminary results from the electric distribution company pursuant to an Interconnection Application, and (iii) a power purchase agreement or other proof of commitment to receive or self-supply energy, an applicant will be placed in a queue for processing and determination of eligibility for Virtual Net Metering.

Once accepted into the queue, an applicant has one year to begin commercial operation. Failure to satisfy the applicable deadline for commercial operation will result in dismissal from the queue and VNM program and release of assigned credits. An applicant will receive an automatic six-month extension if an interconnection agreement is executed by all parties and all payments for construction and testing are received by an EDC within one year from a project's VNM queue acceptance date.<sup>1</sup> Applicants may request a one-time, six month extension of their queue termination date by paying a fee equal to one-half of their annual VNM credit cap.

In the event an applicant does not qualify for the automatic six-month extension because it did not pay the interconnection fee and sign the interconnection agreement with the

<sup>1</sup> The automatic extension only applies to projects that are not yet in the VNM queue as of the release of VNM October 2016 Decision on October 26, 2016, or those that are in the VNM queue but have not already received any extensions as of that date. For those projects that have already received extensions prior to October 26, 2016, the previous non-refundable fees continue to apply.

EDC within the initial one year period, that applicant will still be allowed to pay the six-month extension fee. In addition, an applicant that does not qualify for the automatic six-month extension, but paid for a six-month extension, may request a second six-month extension by paying another fee equal to one-half of their annual VNM credit cap. If the project is completed and achieves commercial operation within the two years, the applicant will be refunded the extension fee, or both extension fees, as applicable. If the project is still incomplete at the end of the two years, the extension fee, or both extension fees, as applicable, will not be returned to the applicant and the assigned credit cap will be freed to satisfy other applications.

Any material change in the application will require submission of a new application. The existing queue position will be forfeited and the assigned VNM credit cap will be freed to satisfy other applicants. Examples of material change necessitating a new application are changes in generation type, capacity and location. The new application will be subject to available room in the VNM sector budget, and payment of a non-refundable re-application fee equal to one-half of the new annual credit cap.

An applicant who qualifies for service as a Customer Host under this Rider shall also submit its designation of Beneficial Accounts in writing at least 60 days prior to commencement of initial service. An Agricultural Customer, Municipal Customer, or State Customer may change its list of Beneficial Accounts, not more than once per year, by providing at least 60 days prior notice to the Company in writing. The Customer Host is responsible for, and will cooperate with the Company in providing, any additional information the Company deems necessary to provide service under the Rider. If, during a given calendar year, service to a Beneficial Account has not begun, is terminated, or participation otherwise disallowed or discontinued, allocations of VNMCs shall be reapportioned to remaining Beneficial Accounts.

### **Maximum Enrollment:**

Total enrollment under this Rider is limited to applicants whose total combined VNMC as calculated by the Company does not exceed an annual maximum amount of \$4,000,000. Total enrollment under this Rider is further limited by type of Customer Host: Agricultural Customer Hosts, Municipal Customer Hosts, and State Customer Hosts, each in the aggregate, shall receive not more than forty percent of this \$4,000,000 cap. An additional allocation of \$1,200,000 is available for Municipal Hosts who submitted an interconnection application and virtual net metering application on or before April 13, 2016. An additional allocation of \$600,000 is available for Agricultural Customer Hosts, provided each agricultural customer host utilizes a virtual net metering facility that is an anaerobic digestion Class I renewable energy source and not less than fifty per cent of the dollar amount for such agricultural customer hosts is utilized by anaerobic digestion facilities located on dairy farms that complement such farms' nutrient management plans, as certified by the Department of Agriculture, and that have a goal of utilizing one hundred per cent of the manure generated on such farm. Once enrollment is closed, actual VNMCs in a given calendar year will be determined on the basis of actual

Customer Host load, Eligible Facility performance and prevailing rates. New applicants may be considered if participation level drops.

**Customer Host Annual Virtual Net Metering Credits:**

An individual Customer Host's total, annual VNMC will be calculated using prevailing rates in effect when its application for participation in the Virtual Net Metering program pursuant to this Rider is accepted. Such calculated amount shall be the maximum VNMC to be paid to such Customer Host in a particular calendar year.

If at any point during a particular calendar year the cumulative actual VNMC of a Customer Host calculated and applied during billing reaches the maximum VNMC level for that particular Customer Host, the determination and allocation of VNMC's for the remainder of that calendar year for that Customer Host shall stop. For the remainder of the calendar year, any electricity supplied by the Customer Host to the Company that exceeds the amount the Company delivers to the Customer Host, as measured in kWh at the Company's billing meter and determined on a monthly basis, shall be purchased from the Customer Host by the Company according to the power purchase rate SG2.

**Interconnection and Metering Requirements:**

The installation of a generation system that will interconnect with the Company's electric distribution system requires the Company's approval. An applicant seeking to qualify as a Customer Host and participate in virtual net metering under this Rider (i) is required to file an interconnection application with the Company and to comply (at the applicant's expense) with the applicable requirements contained in The United Illuminating Company Guidelines for Generator Interconnection and (ii) is responsible for the cost of the interconnection service and any metering equipment provided by the Company.

**Term of Service:**

A Customer Host electing service under this Rider must remain on the Rider for at least 12 consecutive months. Other Terms and Conditions of service, where not inconsistent with any provisions hereof, are part of this Rider.

**Effective: September 24, 2019**

*Effective September 24, 2019  
Decision dated October 21, 2019  
Docket No. 13-08-14RE05*

*Supersedes C.P.U.C.A. No. 994  
Effective July 20, 2018  
Decision dated July 20, 2018  
Docket No. 13-08-04RE04*

THE CONNECTICUT LIGHT AND POWER COMPANY dba EVERSOURCE ENERGY  
AND  
THE UNITED ILLUMINATING COMPANY

Virtual Net Metering Application  
Effective September 24, 2019

This application form addresses virtual net metering as set forth in General Statutes §16-244u and §16-244u(e)(3), as amended by Public Act No. 13-298, Sections 35, Public Act 13-247, Section 119, Public Act 16-216, Section 1, Public Act 17-218, Sec. 5, and Public Act 19-35, Section 7, and is applicable to municipal, state, or agricultural customers within the Company's<sup>1</sup> Service Territory who meet all of the statutory requirements set forth in the referenced statute. The Application is further subject to the Company's Virtual Net Metering Rider and the virtual net metering rules and policies adopted by the Public Utilities Regulatory Authority (the "Authority").

Applicants seeking approval for use of a Virtual Net Metering Facility or Agricultural Net Metering Facility should submit the attached Application, along with all required documentation and verification, to the Company on or after September 24, 2019. Filing instructions are enclosed to assist Applicants in the application process. In particular, please note that the Company requires all Applications, including exhibits and attachments, to be submitted electronically and in hard copy.

For The Connecticut Light and Power Company ("CL&P"), doing business as Eversource Energy ("Eversource"), electronic applications should be submitted to Eversource at CL&P Distributed Resources: [distributed\\_resources@eversource.com](mailto:distributed_resources@eversource.com). Hard-copy applications should be submitted to Eversource at CL&P Distributed Resources, P.O. Box 1409, Hartford, CT 06143-1409. For UI, electronic applications should be submitted to Mark P. Colca, P.E., Manager, Pricing at [mark.colca@uinet.com](mailto:mark.colca@uinet.com). Hard-copy applications should be submitted to Mark P. Colca, P.E., Manager, Pricing at UIL Holdings Corporation, 180 Marsh Hill Road, MS AD-2A, Orange, Connecticut 06477.

Upon receipt of the Application by email, the Company will issue a date/time receipt. The Company will make reasonable efforts to notify the Applicant whether the Application is satisfactory and approved or whether the Applicant must submit additional information no later than 30 days after the Application is received. In no event shall failure of the Company to act in such period be deemed an automatic approval of the Application. If the Application is deemed satisfactory and approved,<sup>2</sup> the Applicant will be placed in a queue for processing and assigned an annual virtual net metering cap. Placement in the queue will correspond to the date/time the approved Application was received by email.<sup>3</sup> From the Approval Date, the Applicant will have one year to obtain commercial operation. Failure to satisfy the applicable deadline for commercial operation will result in dismissal from the queue and VNM program and release of assigned credits. An applicant will receive an automatic six-month extension if an interconnection agreement is executed by all parties and payments for construction and testing is received by an EDC within one year from a project's VNM queue acceptance date. Applicants may request a one-time, six-month extension of their queue termination

1 "Company" as referenced in this Application is either The Connecticut Light and Power Company doing business as Eversource Energy or The United Illuminating Company, as applicable.

2 The date the Application is deemed satisfactory and approved is defined as the "Approval Date".

3 The date the Applicant is placed in the queue is defined as the "Queue Placement Date" and is retroactive to the date and time the approved Application was received. Note that the Approval Date may postdate queue placement.

date by paying a fee equal to one-half of their annual VNM credit cap, for additional details see the Virtual Net Metering Rider.

Note that Applicants have an ongoing obligation to amend and/or supplement the information contained in this Application. Any material change in the Application will require submission of a new application. Submission of a new application will result in forfeiture of assigned queue position and release of assigned credits. An Applicant must both initially and on an ongoing basis satisfy the Company's interconnection requirements. Applicants must also meet (at the applicant's expense) any metering and telemetering requirements designated by the Company.

Upon acceptance of the Application, the terms for use of a Virtual Net Metering Facility or Agricultural Net Metering Facility and Virtual Net Metering Service will be finalized in a Service Agreement between the Company and the Applicant.

## **FILING INSTRUCTIONS – VIRTUAL NET METERING APPLICATION**

**APPLICATION FORM:** The Application will be made available on the Authority’s web site ([www.state.ct.us/dpuc](http://www.state.ct.us/dpuc)) and thereafter on the Company’s website ([www.eversource.com](http://www.eversource.com) or [www.uinet.com](http://www.uinet.com)).

**WHAT TO FILE:** The Applicant must submit the Application, including all exhibits and attachments, electronically in pdf format. A signed copy of the Application, including all exhibits and attachments, must also be submitted in hard-copy. For Eversource, electronic applications should be submitted to Eversource at CL&P Distributed Resources: [distributed\\_resources@eversource.com](mailto:distributed_resources@eversource.com). Hard-copy applications should be submitted to Eversource at CL&P Distributed Resources, P.O. Box 1409, Hartford, CT 06143-1409. For UI, electronic applications should be submitted to Mark P. Colca, Manager, Pricing at [mark.colca@uinet.com](mailto:mark.colca@uinet.com). Hard-copy applications should be submitted to Mark P. Colca, P.E., Manager, Pricing at UIL Holdings Corporation , 180 Marsh Hill Road, MS AD-2A, Orange, Connecticut 06477.

**REQUIRED DOCUMENTATION:** The Applicant must submit the following (each separate attachment should be clearly labeled as indicated in footnote 4):

- Virtual Net Metering Application
- Attachment 1: Interconnection Agreement (existing customers) or preliminary results from an Interconnection Application (new customers)
- Attachment 2: A power purchase agreement or other proof/certification for the production and receipt by or self-supply to proposed Beneficial Accounts of energy from the proposed Customer Host’s Virtual Net Metering Facility or Agricultural Virtual Net Metering Facility.
- Attachment 3: Statement of Excess kWh (for calculating annual maximum virtual net metering credit) (use Form 3)
- Attachment 4: Customer Host Eligibility Form
- Attachment 5: Beneficial Account Form

Upon approval of a Virtual Net Metering Application the Applicant will be required to execute a Service Agreement with the Company that will document initial Customer Host and Beneficial Account information, and support establishment and ongoing administration of service to the Customer Host and its corresponding Beneficial Accounts under the Virtual Net Metering Rider.

**QUESTIONS:** Questions regarding the Application or application process should be directed to:

- Eversource: CL&P Distributed Resources at 866-324-2437 or [distributed\\_resources@eversource.com](mailto:distributed_resources@eversource.com)
- UI: Mark P. Colca, P.E., Manager, Pricing at 203-499-3622 or [mark.colca@uinet.com](mailto:mark.colca@uinet.com)

4 Attachment number and name should appear on the top of each page, and the pages of each attachment should be separately numbered.

**GOVERNING LAW:** The Company will review applications for virtual net metering use pursuant to the criteria set forth in General Statutes §16-244u and §16-244u(e)(3), as amended by Public Act No. 13-298, Sections 35 and Public Act 13-247, Section 119; General Statutes §16-1 and §16-243y; the Regulations of Connecticut State Agencies Sections 16-11-100 through 16-11-238; as well as any statutes or regulations relevant to virtual net metering that are later amended, enacted or adopted. In reviewing applications, the Company will also rely on its Virtual Net Metering Rider and PURA Final Decisions relating to the Virtual Net Metering program.

## Virtual Net Metering Application

Application ID: \_\_\_\_\_  
(Provided by EDC-do not fill in)

*Please fill out the following completely.*

This Application incorporates and adopts all definitions contained in the Company's Virtual Net Metering Rider, dated September 24, 2019, as well as General Statutes §16-1(a)(26); §16-1(a)(44); §16-243y; and §16-244u; §16-244u(e)(3) and any statutes or regulations relevant to virtual net metering that are later amended, enacted or adopted.

### A) Customer Host Information

(A-1) Does the proposed Customer Host have an existing service account?

If yes, please fill out the following:

Customer Host Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address of Customer Host Facility: \_\_\_\_\_  
Billing Account Number: \_\_\_\_\_ Meter Number: \_\_\_\_\_

If no, the Applicant is to provide Customer Host Name, Telephone and Address of Customer Host Facility, but is not required to provide Billing Account Number or Meter Number.

### B) Customer Host Eligibility (please complete each section)

(B-1) Is the Customer Host an Agricultural, Municipal, or State Customer as defined in the Company's Virtual Net Metering Rider?

- Yes (Please provide supporting documentation in Attachment 4 to this Application)  
 No (You are not eligible for Virtual Net Metering Service)

(B-2) If the Customer Host is an Agricultural Customer, does the Customer Host own or will own a facility with a Class I Renewable Energy Resource as defined in C.G.S. §16-1(a)(26) that is or will be operated as part of a business for the purpose of agriculture?

- Yes (Please provide supporting documentation in Attachment 4 to this Application)  
 No (This facility is not eligible for Virtual Net Metering Service)

(B-3) If the Customer Host is an Agricultural Customer, is the Class I Renewable Energy Resource located or proposed to be located in the same service territory as the Customer Host?

- Yes (Please provide supporting documentation in Attachment 4 to this Application)  
 No (This facility is not eligible for Virtual Net Metering Service)

(B-4) If the Customer Host is an Agricultural Customer, does the Class I Renewable Energy Resource have or will have a nameplate capacity rating of three megawatts or less?

Yes (Please provide supporting documentation in 4 to this Application)

No (This facility is not eligible for Virtual Net Metering Service)

(B-5) If the Customer Host is an Agricultural Customer, please submit the following documentation:

1. An affidavit that attests the applicant currently uses and will continue to use electricity for the purposes of a bonafide agricultural activity somewhere within the EDC's service territory, the applicant has been an existing bonafide agricultural entity for at least one year, and the applicant does not own VNM facilities that cumulatively exceed three megawatts AC.
2. Also, the applicant shall submit: (a) a local property tax bill demonstrating the property is taxed as agricultural land, if applicable, (b) relevant portions of tax returns that substantiate the applicant produced at least \$2,500 gross income for the immediate preceding taxable year or on average, not less than \$2,500 for the two immediately preceding taxable years, and (c) a farmer's sales tax exemption permit issued by the Department of Revenue Services. In the event an applicant is unable to submit all three requirements, the applicant must submit an explanation for the lack of such documentation.

(B-6) If the Customer Host is an Agricultural Customer, is the Class 1 Renewable Energy Resource an Anaerobic Digester?

Yes

No

(B-7) If the Customer Host is Agricultural and utilizes an Anaerobic Digester, check all that apply:

The facility is located on a Dairy Farm (Please provide State of CT Milk Producer Permit)

The facility has a nutrient management plan (please provide the signed cover page (s) of the NMP and a letter of certification from the CT Department of Agriculture)

The facility will utilize one hundred per cent of the manure generated on the farm

None of the above

(B-8) If the Customer Host is a Municipal or State Customer, check all that apply:

The Customer Host owns or will own a facility with a Class I or Class III Renewable Energy Resource

The Customer Host leases or will lease a facility with a Class I or Class III Renewable Energy Resource

The Customer Host has entered or will enter into a long-term contract for a facility with a Class I or Class III Renewable Energy Resource

None of the above (This facility is not eligible for Virtual Net Metering Service)

(B-9) If the Customer Host is a Municipal or State Customer, is the proposed Virtual Net Metering Facility a Class I Renewable Energy Resource as defined in C.G.S. §16-1(a)(26) or a Class III Renewable Energy Resource as defined in C.G.S. §16-1(a)(44)?

Yes (Please provide supporting documentation in Attachment 4 to this Application)

No (This facility is not eligible for Virtual Net Metering Service)

(B-10) If the Customer Host is a Municipal or State Customer, does the Class I or Class III Renewable Energy Resource have or will have a generating capacity of less than or equal to 3 megawatts?

Yes (Please provide supporting documentation in Attachment 4 to this Application)

No (This facility is not eligible for Virtual Net Metering Service)

(B-11) For Agricultural, Municipal, and State Customer Hosts, is the Class I or Class III Renewable Energy Resource located, or proposed to be located, behind a Company revenue meter billed to the Customer Host?

Yes (Please provide supporting documentation in Attachment 4 to this Application)

No (This facility is not eligible for Virtual Net Metering Service)

\*\* Subject to any extension provisions allowed for this Application, if the in-service date exceeds one year from the Approval Date, the Applicant will be removed from the Virtual Net Metering queue.

### C) Participant Information

(C-1) Does the Customer Host claim Beneficial Accounts?

Yes (proceed to C-2)

No (contact the Company)

(C-2) Are the Customer Host and all Beneficial Accounts being submitted in Attachment 5 served by the same EDC?

Yes (proceed to C-3)

No (contact the Company)

(C-3) Do all initial Beneficial Accounts being submitted in Attachment 5 meet the definition of Beneficial Account provided in the Company's Virtual Net Metering Rider?

Yes (indicate basis for eligibility for each Beneficial Account by checking all applicable classification boxes in Attachment 5)

No (contact the Company)

\*\*\* Any changes to the Beneficial Accounts designated under this section during the application process are subject to the Company's approval. Changes to Beneficial Accounts shall be submitted to the Company in a revised Attachment 5.

(D) Upon acceptance of this Virtual Net Metering Application (as amended) and in order to commence Virtual Net Metering Service, the Parties shall execute a Service Agreement that reflects the information provided in this Application as well as the terms for Virtual Net Metering Service. A Customer Host may change its list of Beneficial Accounts once per year. Any Customer Host seeking to change its list of Beneficial Accounts must provide 60 days prior notice to the Company in writing, and such change shall be documented by inclusion of an amended Attachment 5 under the Service Agreement.

(E) The parties shall make reasonable efforts to resolve any disputes regarding the Application or the application process. In the event that the parties are unable to resolve a dispute, the Applicant may seek guidance from the Authority. Note that any decision issued by the Authority regarding a pending dispute may effect queue placement.

F) A signature on this Application shall constitute certification that (1) the Customer Host has read the Application and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the Customer Host; and (3) the Customer Host possesses full power and authority to sign the Application and agrees to all of the terms of the Application.

Customer Host

\_\_\_\_\_  
By:  
Name:  
Title:

\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**CUSTOMER HOST INTERCONNECTION REQUIREMENTS**

*See Instructions.*

Provide Interconnection Agreement or Preliminary Results of Interconnection Application.

## **ATTACHMENT 2**

### **CUSTOMER HOST AND BENEFICIAL ACCOUNT VNM PARTICIPATION ARRANGEMENT**

*See Instructions.*

Provide power purchase agreement or other proof/certification for the production and receipt by or self-supply to proposed Beneficial Accounts of energy from the proposed Customer Host's Virtual Net Metering Facility or Agricultural Virtual Net Metering Facility.

**ATTACHMENT 3**  
**STATEMENT OF EXCESS kWH**

See Instructions.

*Complete and submit Form 3: Customer Host and Beneficial Account Monthly Meter Data*

**ATTACHMENT 4**  
**CUSTOMER HOST ELIGIBILITY**

*Complete the following:*

The Customer Host is: (check all that apply)

an in-state retail end user of an electric distribution company that uses electricity for the purpose of agriculture, as defined in subsection (q) of Connecticut General Statutes §1-1 (“Agricultural Customer”)

a retail end user of electric service located in the service territory of the Company that is a Municipality (“Municipal Customer”)

a retail end user of electric service located in the service territory of the Company and belonging to any office, department, board, council, commission, institution, constituent unit of the state system of higher education, technical high school or other agency in the executive legislative or judicial branch of state government (“State Customer”)

If you checked any of the above, please provide a brief description of your service arrangement:

Is the proposed Facility a Class I Renewable Energy Resource as defined in C.G.S. §16-1(a)(26) or a Class III Renewable Energy Resource as defined in C.G.S. §16-1(a)(44)?

Yes

No

If you checked yes, please provide a brief description of the Class I or Class III Renewable Energy Resource:

If proposed Customer Host is or will be an Agricultural Customer, check all that apply:

(Directly and Fully Owned) - The Customer Host directly and fully owns or will own a facility with a Class I Renewable Energy Resource that is operated as part of a business for the purpose of agriculture

(Other Ownership) - The Customer Host holds an equity interest in a special purpose entity (SPE) that owns the facility or directly owns less than 100% of a facility with a Class I Renewable Energy Resource that is operated as part of a business for the purpose of agriculture

The Class I Renewable Energy Resource is or will be served by the Company on land owned or controlled by the Customer Host and serves the electricity needs to the Customer Host and its beneficial accounts

The Class I Renewable Energy Resource is or is proposed to be within the same EDC service territory as the Customer Host and its beneficial accounts

**ATTACHMENT 4**  
**CUSTOMER HOST ELIGIBILITY**

(Continued)

The Class I Renewable Energy Resource has or will have a nameplate capacity rating of three megawatts or less

If proposed Customer Host is or will be a State or Municipal Customer, check all that apply:

The Customer Host owns or will own a facility with a Class I or Class III Renewable Energy Resource

The Customer Host leases or will lease a facility with a Class I or Class III Renewable Energy Resource

The Customer Host has entered or will enter into a long-term contract for a facility with a Class I or Class III Renewable Energy Resource

The Class I or Class III Renewable Energy Resource has or will have a generating capacity of less than or equal to three megawatts

## ATTACHMENT 5

### BENEFICIAL ACCOUNTS

Please provide the following for each proposed Beneficial Account submitted as part of the VNM Application, or subsequently when submitting annual updates for review and approval (see Instruction 1).

1. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

2. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

3. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

4. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

**ATTACHMENT 5**

**BENEFICIAL ACCOUNTS**

5. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

6. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

7. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

8. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

**ATTACHMENT 5**

**BENEFICIAL ACCOUNTS**

9. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

10. Customer Name:

Billing Address:

EDC Billing Account Number:

EDC Service Account Number:

EDC Meter Number:

Classification: Municipal  State  Agricultural   
Critical Facility Connected to a Microgrid   
Non-commercial Critical Facility   
Other  (describe)

Instruction 1: You may provide up to 10 accounts, in accordance with the eligibility criteria of Beneficial Accounts for each sector, as defined in the Company's Virtual Net Metering Rider. Please check the appropriate box(es) for each Customer Name, above.

- If Customer Host is Municipal: Up to 5 Beneficial Accounts may be Municipal, and up to 5 Beneficial Accounts may be Critical Facilities, as defined in subdivision (2) of subsection (a) of Connecticut General Statutes § 16-243y, that are connected to a Microgrid, as specified in Connecticut General Statutes § 16-243y(5), as may be amended from time to time.
- If Customer Host is State: Up to 5 Beneficial Accounts may be State, and up to 5 Beneficial Accounts may be Critical Facilities, as defined in subdivision (2) of subsection (a) of Connecticut General Statutes § 16-243y, that are connected to a Microgrid, as specified in Connecticut General Statutes § 16-243y(5), as may be amended from time to time.
- If Customer Host is Agricultural: Up to 10 Beneficial Accounts may be provided, in any combination of customers who (1) use electricity for the purposes of agriculture, as defined in subsection (q) of Connecticut General Statutes § 1-1, (2) are a Municipal Customer, or (3) are a critical facility, as defined in subdivision (2) of subsection (a) all Connecticut General Statutes §16-243y that is also non-commercial.

*The United Illuminating Company*

*Rider SCEF Shared Clean Energy Facility Rider Pilot*

**Availability:**

This tariff provides the details of the Shared Clean Energy Facility (“SCEF”) pilot program pursuant to Public Act 15-113, *An Act Establishing a Shared Clean Energy Facility Pilot Program* (“the Act”) and as amended by Public Act 16-116, *An Act Concerning the Shared Clean Energy Facility Pilot Program*.

Service under this tariff is available to Shared Clean Energy Facilities with a nameplate capacity rating of at least 100 kW (AC) and no greater than 2,000 kW (AC) which have been selected as a Subscriber Organization through the Department of Energy and Environmental Protection’s (“DEEPs”) Request for Proposal (“RFP”) process. In order to qualify for payments pursuant to this tariff, the participant(s) of this program must comply with this rider and the Terms and Conditions contained in Attachment 1.

Enrollment in this pilot program is capped at a total combined capacity of no more than 2,000 kW (AC).

**Definitions:**

As used throughout this tariff, capitalized terms used shall have the meanings set forth in the Terms and Conditions in Attachment 1.

**Application and Qualification for Service:**

A Subscriber Organization that has been selected as a winning bidder by DEEP to participate in this Pilot Program and has been approved by PURA is eligible to take service under this Rider. The Subscriber Organization must initially and on an ongoing basis satisfy the EDC’s interconnection requirements as contained in the Terms and Conditions. An applicant must also meet (at the applicant’s expense) any metering and telemetering requirements designated by the EDC.

Within fifteen (15) business days of the Purchase Price(s) being approved by PURA, a Subscriber Organization must complete the Enrollment Form. The Enrollment Form will be available on the EDCs website and acceptance must be provided to the Subscriber Organization in order to be eligible to receive payments under this tariff.

Once the Purchase Prices are approved by the PURA the Subscriber Organization will submit the approved Purchase Prices to the EDC. The Purchase Prices approved by PURA will be used to pay the Subscribers for the Delivered Subscribed Energy in accordance with the Terms and Conditions. Acceptance under this tariff is subject to the acceptance by DEEP, approval of this Rider by PURA and certification via affidavit by the Subscriber Organization that the Subscriber Organization will comply with all provisions in the tariff, including the Terms and Conditions.

An applicant who qualifies for service as a Subscriber Organization under this Rider shall submit its initial designation (i.e., a list) of Subscribers to the EDC (see Appendix 2 of the Enrollment Form) in writing at least one hundred twenty (120) days prior to commencement of service.

**Term:**

Pursuant to the Act, the term of service under the Tariff for each Shared Clean Energy Facility under the Pilot Program shall not exceed 20 years from earlier of the actual in-service date or the Guaranteed In-service Date. If the Shared Clean Energy Facility is not in-service within twelve (12) months of the Guaranteed In-service Date, a one-time six (6) month extension may be granted in accordance with Section 3.3 of the Terms and Conditions.

**Payments and Credits:**

Payments and credits to a Subscriber shall be based on actual meter readings and rates as described below.

Pursuant to the Act, the EDC shall purchase the Delivered Subscribed Energy, inclusive of the Prepaid REC, from each selected Shared Clean Energy Facility up to the Maximum Hourly Purchase Amount at the Purchase Price approved by PURA. All payments for Unsubscribed Energy or Delivered Energy above the Maximum Hourly Purchase Amount Delivered by the Shared Clean Energy Facility shall be paid directly to the Subscriber Organization at the Market Price.

Failure by the Subscriber Organization to meet the LMI requirements as provided in the Terms and Conditions will result in a bill to the Subscriber Organization from the EDC.

All energy purchased and sold under this Tariff must be Delivered to the applicable ISO-NE node on behalf of the EDC and all RECs created based on such energy must be transferred to the EDC in the NEPOOL GIS. The Subscriber Organization is responsible for all costs associated with scheduling and Delivery of the Shared Clean Energy Facility energy.

Credits are issued through an EDC-Managed Credit mechanism. In this EDC-Managed Credit mechanism, the EDC delivers the monetary Credit to a Subscriber on a monthly basis through the Subscriber's electric bill with such EDC. The EDC will credit the Subscriber based on its fixed allocation percentage multiplied by the actual Delivered output from the Shared Clean Energy Facility. Pricing applied in determining the Credit will be determined in accordance with the Purchase Price accepted by DEEP through the RFP process and approved by PURA. The EDC will be allowed recovery of all of its costs incurred to provide services for this Pilot Program as outlined in the Terms and Conditions.

In any given hour, any Delivered energy above the Maximum Hourly Purchase Amount or any Unsubscribed Delivered output shall be paid directly to the Subscriber Organization at the Market Price. Any limitations on payments due to LMI requirements will be paid in accordance with Section 7.6 of the Terms and Conditions.

The Subscriber Organization is responsible for providing any changes in Subscription to the EDC using the Subscriber change form included in Appendix 3 of the Enrollment Form, which includes customer names, address, account number and Subscriber allocation percentages for each Subscriber participating in the Shared Clean Energy Facility. Any Subscription revisions will be effective in the billing month following notification to the EDC.

**Interconnection and Metering Requirements:**

The installation of a generation system that will interconnect with the EDC's electric distribution system requires the approval of the Company. An applicant seeking to participate in the Pilot Program is (i) required to file an interconnection application with the EDC and to comply (at the applicant's expense) with the applicable requirements contained in the EDC's Guidelines for Generator Interconnection and, (ii) responsible for the cost of the interconnection service and any metering equipment required by the EDC.

Additional details and requirements under this rider are included in the Terms and Conditions.

***Effective: October 1, 2019***

*Effective October 1, 2019  
Decision dated July 26, 2019  
Docket No. 16-06-04*

***Supersedes C.P.U.C.A. No. 900  
Effective August 18, 2016  
Decision dated August 18, 2016  
Docket No. 13-01-19***

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## 1. Definitions

These Terms and Conditions shall be a part of the Tariff and shall apply to the sale and purchase of energy and Renewable Energy Credits (“RECs”) pursuant to an approved Enrollment form. Acceptance under this Tariff is subject to the fulfillment of all prerequisites for approval by the Department of Energy and Environmental Protection (“DEEP”) through its March 2, 2017, Request for Proposals, approval of the Tariff, Terms and Conditions and Enrollment Form by the Public Utilities Regulatory Authority (“PURA”) and certification via affidavit that the Subscriber Organization will comply with all provisions in the Tariff, including these Terms and Conditions.

- 1.1 “Alternative Compliance Payment” or “ACP” means the compliance rate for failure to meet the renewable portfolio standard (“RPS”) specified in Section 16-244c of the General Statutes of Connecticut (“Conn. Gen. Stat.”) (currently \$55 per REC), or any similar compliance rate established beyond 2020.
- 1.2 “Credit” means the monetized credit ultimately delivered to Subscribers by the EDC as determined by the Subscriber Organization as part of their bid in the RFP and approved by DEEP.
- 1.3 “Customer” means a retail electric account holder of an Electric Distribution Company.
- 1.4 “DEEP” or “Department” means the Connecticut Department of Energy and Environmental Protection and its successors.
- 1.5 “Delivery”, “Deliver”, Delivering, or “Delivered” means with respect to (i) energy, that energy produced by a Shared Clean Energy Facility that is recognized in the Independent System Operator of New England (“ISO-NE”) settlement system as injected in the ISO-NE energy market at a specified and agreed upon pricing node within the service territory of the receiving EDC for the benefit of such EDC, and (ii) RECs, those RECs supplied via an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) to the receiving EDC in the NEPOOL GIS.
- 1.6 “Development Period Security” means collateral in the form of (a) cash or (b) a letter of credit issued by a Qualified Bank in a form reasonably acceptable to the EDC, which shall be provided by the Subscriber Organization to the EDC.

- 1.7 “EDC-Managed Credit Mechanism” means the EDC delivers the monthly monetary Credit to a Subscriber on a monthly basis through the Subscriber’s electric bill with such EDC.
- 1.8 “Electric Distribution Company” or “EDC” has the same meaning as provided in Conn. Gen. Stat. §16-1.
- 1.9 “Enrollment Form” means the form required to be completed by the Subscriber Organization and submitted to the EDC once the project is selected by DEEP through the RFP process.
- 1.10 “Environmental Attributes” excludes electric energy and capacity produced, but means any other emissions, air quality, or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the generation of energy, whether existing as of the effective date or in the future, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program, as well as any and all generation attributes under the Connecticut RPS regulations and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future; and further, means: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Facility’s generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the NEPOOL GIS in connection with energy generated by the Facility; and (c) any voluntary emission reduction credits obtained or obtainable by Subscriber Organization in connection with the generation of energy by the Facility; provided, however, that Environmental Attributes shall not include: (i) any production tax credits; (ii) any investment tax credits or other tax credits associated with the construction or ownership of the Facility; or (iii) any state, federal or private grants relating to the construction or ownership of the Facility or the output thereof. If during the term, a change in laws or regulations occurs that creates value in Environmental Attributes, then at the EDCs request, the Subscriber Organization shall cooperate with the EDC to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for the EDC.

- 1.11 “Guaranteed In-Service Date” means the date the Shared Clean Energy Facility will begin commercial operation as proposed by the Subscriber Organization and approved by DEEP in the RFP process.
- 1.12 “Low- to moderate-income” or “LMI” means a financial condition wherein the gross annual income of the household of a Customer or Subscriber, or of a tenant of a Master-Metered Multi-unit Building, is eligible for any federal, state or local assistance program that limits participation to households whose income is at or below one hundred seventy five percent (175%) of the federal poverty limit, or is at or below eighty percent (80%) of the greater of (a) area median income or (b) state medium income at the time of subscription. Area Median Income Guidelines are posted annually by the Connecticut Department of Housing on its webpage for HUD Rent and Income Guidelines. State Median Income Guidelines are posted and updated annually by the Connecticut Department of Social Services.
- 1.13 “Market Price” means the hourly real-time Locational Marginal Price (as defined in the ISO New England Tariff) for energy at the pricing node plus 50 percent (50%) of the ACP for Prepaid RECs.
- 1.14 Master-Metered Multi-unit Building means a property or building, either privately-owned or municipally-owned, with one individual billing meter for the entire property or building and where the property owner is responsible to the EDC for the entire utility bill.
- 1.15 “Maximum Hourly Purchase Amount” means the maximum quantity (MWh per hour) payable at the Purchase Price for any hour. This quantity will be calculated as the product of the proposed nameplate capacity of the Shared Clean Energy Facility and the percentage to be sold to the EDC under the Shared Clean Energy Facility Pilot Program.
- 1.16 “Operating Period Security” means collateral in the form of (a) cash or (b) a letter of credit issued by a Qualified Bank in a form reasonably acceptable to the EDC, which shall be provided by the Subscriber Organization to the EDC.
- 1.17 “Payment” means the amount paid by the EDC to the Subscriber Organization to purchase the output of the Shared Clean Energy Facility, either through a direct payment from the EDC to the Subscriber Organization or through a Credit to Subscribers, or any combination thereof.
- 1.18 “Personally Identifiable Information” means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with

other personal or identifying information that is linked or capable of being linked to a specific individual.

- 1.19 “Pilot Program” means the pilot program for the Shared Clean Energy Facilities authorized by the Public Act 15-113, *An Act Establishing a Shared Clean Energy Facility Pilot Program* (the “Act”) and as amended by Public Act 16-116, *An Act Concerning the Shared Clean Energy Facility Pilot Program*.
- 1.20 “Prepaid RECs” means RECs expected to be created in the future that are associated with Delivered Energy and paid for at the time of payment for Delivered Energy as part of the Purchase Price or Market Price, as applicable.
- 1.21 “Prospective Subscriber” means a potential Subscriber for a Subscriber Organization of a Shared Clean Energy Facility.
- 1.22 “PURA” or “Authority” means the Connecticut Public Utilities Regulatory Authority and shall include its successors.
- 1.23 “Purchase Price” means the price, as selected by DEEP in the RFP and approved by PURA, to be applied for subscribed Delivered Energy plus RECs.
- 1.24 “Qualifying RPS Class I Renewable Resource” means an order, decision or ruling from the Authority that qualifies a generation unit as a RPS Class I Renewable Energy Source, or that qualifies a portion of the annual electrical energy output of a generation unit as RPS Class I Renewable Generation (as defined in Conn. Gen Stat. § 16-1).
- 1.25 “Renewable Energy Certificate” or “REC” means a certificate and any and all other environmental attributes associated with the energy or otherwise produced by the Facility which satisfy the Renewable Portfolio Standards (“RPS”) under Section 16-245a of the General Statutes as a Qualifying RPS Class I Renewable Resource under Section 16-1 of the General Statutes, and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of generation from such RPS Class I Renewable Resource.
- 1.26 “Request for Proposals” or “RFP” means the Request for Proposals dated March 2, 2017, under which DEEP determined the Subscriber Organizations and their associated Shared Clean Energy Facilities selected to participate in the Shared Clean Energy Facility Pilot Program.

- 1.27 “Shared Clean Energy Facility” or “Facility” means a Class I renewable energy source, as defined in Conn. Gen. State. §16-1 and further defined in the RFP, that: (A) is served by an electric distribution company, as defined in Conn. Gen. Stat. §16-1, (B) is within the same EDC service territory as the individual billing meters and for subscriptions, and (C) has a nameplate capacity rating of at least 100 kW(AC) and no greater than 2,000 kW (AC).
- 1.28 “Subscriber” means an in-state retail end user of an EDC who (A) has contracted for a Subscription, (B) has identified an individual billing meter to which the Subscription shall be attributed and is not limited to any one class of retail end use customer and, (C) must have a vested interest in a Shared Clean Energy Facility through payment of a Subscription Fee.
- 1.29 “Subscribed Energy” means energy and RECs associated with subscribed output of a Shared Clean Energy Facility which shall be measured as the percentage of the estimated annual output from the Shared Clean Energy Facility that the Subscriber Organization has corresponding Subscribers to offtake such percentage under a Subscriber Agreement (as defined in the March 2, 2017, RFP).
- 1.30 “Subscriber Organization” means any for-profit or not-for-profit entity permitted by Connecticut law that (A) owns or operates one or more Shared Clean Energy Facilities for the benefit of the Subscribers, or (B) contracts with a third-party entity to build, own or operate one or more Shared Clean Energy Facilities. For purposes of this Tariff, Subscriber Organization shall only include those entities selected by DEEP in accordance with the RFP for participation in Pilot Program.
- 1.31 “Subscription” means a beneficial use of a Shared Clean Energy Facility, including, but not limited to, a percentage interest in the total amount of electricity produced by such facility as set forth in a Subscriber Agreement between the Subscriber Organization and the Subscriber.
- 1.32 “Tariff” means the Shared Clean Energy Facility Rider Pilot, including the Enrollment Form and Terms and Conditions as filed and approved by PURA.
- 1.33 “Terms and Conditions” means the Terms and Conditions provided in Attachment 1 as a part of the Tariff and shall apply to the sale and purchase of energy and RECs.

1.34 “Unsubscribed Energy” means the energy and RECs associated with a Shared Clean Energy Facility that remains unassigned under any Subscriber Agreement.

## **2. Term**

2.1 Tariff Term: The term of service under the Tariff for each Facility under the Pilot Program shall not exceed twenty (20) years from the earlier of the actual In-Service Date or the Guaranteed In-Service Date. Service under the Tariff for a Facility with an in-service after the Guaranteed In-Service Date will only be allowed if the provisions in Section 3.3 and Section 6 are met.

## **3. Facility**

3.1 Eligible Projects: The Shared Clean Energy Facility must be new and is not intended for existing resources. Projects already under construction at the time of this tariff filing are specifically excluded from the Pilot Program. The Facility may use federal subsidies, incentives or tax breaks, however; a proposal will not be eligible under this Pilot Program if the Facility receives any Connecticut EDC ratepayer funded incentives or subsidies, including but not limited to net metering, virtual net metering, LREC/ZREC contracts, direct incentives from the Connecticut Green Bank or the Conservation and Load Management program.

The facility is authorized to use loans or interest rate buy downs from the Connecticut Green Bank or the Conservation and Load Management program.

3.2 Project Requirements: The Shared Clean Energy Facility must be a Connecticut Class I renewable energy source, as defined in Conn. Gen. Stat. §16-1, that (i) is served by an electric distribution company, as defined in Conn. Gen. Stat. §16-1, (ii) is within the same EDC service territory as the individual billing meters and for subscriptions, and (iii) has a nameplate capacity rating of at least 100 kW (AC) and no greater than 2,000 kW (AC). The Subscriber Organization is to maintain at least ten (10) Subscriptions in the Facility throughout the term of enrollment in the tariff.

If the final as-built size of the Shared Clean Energy Facility exceeds the proposed nameplate capacity rating plus five percent (5%), the EDC’s purchase obligation shall be reduced from one hundred percent (100%) of the Shared Clean Energy Facility to a buyer’s percentage entitlement equal to the proposed nameplate capacity divided by the final as-built size of the Shared Clean Energy Facility. In such event, any energy and RECs not associated

with the buyer's percentage entitlement shall not be Delivered to the EDC, but rather shall remain the property of the Subscriber Organization.

- 3.3 In-Service Date: The "In-Service Date" means the date on which (i) the Subscriber Organization provides notice to the EDC that the Shared Clean Energy Facility is in service and the Shared Clean Energy Facility is capable of regular commercial operation and (ii) the EDC accepts such declaration. The Subscriber Organization shall provide the EDC with notice of the actual In-Service Date, as well as a final description of the Facility including its size, and Installed Capacity.

The Shared Clean Energy Facility must begin service no earlier than the date of PURA's final approval of the rates approved through the RFP process and no later than December 31, 2020.

If the Shared Clean Energy Facility is not In-Service within twelve (12) months of the Guaranteed In-Service Date, the Shared Clean Energy Facility will no longer be eligible for the Tariff, unless, prior to twelve (12) months within the Guaranteed In-Service Date, the Subscriber Organization (1) provides notice to the EDC of the potential Subscriber Organization default, (2) requests suspension of the ineligibility under the Tariff, and (3) posts additional Development Period Security, in an amount equal to \$20 per kW (AC) of the proposed nameplate capacity of the Shared Clean Energy Facility (i.e., Subscriber Organization must increase the amount of posted Development Period Security by one hundred percent (100%)). If the Subscriber Organization provides such notice and additional Development Period Security by such date, the Subscriber Organization shall have six (6) months to cure such Subscriber Organization default. If the Subscriber Organization does not cure such Subscriber Organization default within the six (6) additional months, the Shared Clean Energy Facility will become ineligible for the Tariff.

If the Shared Clean Energy Facility becomes ineligible for the Tariff due to a Subscriber Organization event of default, including failure to meet any of the Guaranteed In-Service Date requirements above, or if the final as-built size of the Shared Clean Energy Facility exceeds 2,000 kW (AC), the Development Period Security is forfeited and will not be returned to the Subscriber Organization.

#### **4. Enrollment Process**

The Enrollment Form is contained in Attachment 2 to the Tariff and includes detailed instructions regarding completion and submission of the form. Please see those instructions for additional information.

- 4.1 Within fifteen (15) days of approval of the Purchase Price(s) by PURA, a Subscriber Organization must complete the Subscriber Organization Enrollment Form. The Enrollment Form will be available on the EDC's website and acceptance by PURA of the Purchase Prices must be provided to the EDC in order to be eligible to receive payments under this Tariff.
- 4.2 The Purchase Price(s) approved by PURA will be used to pay the Subscribers for the Delivered Subscribed Energy. Acceptance under this Tariff is subject to the fulfillment of all prerequisites for approval by DEEP, approval of this Rider by PURA and certification via affidavit that the Subscriber Organization will comply with all provisions in the Tariff, including the Terms and Conditions.
- 4.3 An applicant who qualifies for service as a Subscriber Organization under this Rider shall submit its initial designation (i.e., a list) of Subscribers to the EDC (see Appendix 2 of the Enrollment Form) in writing at least one hundred twenty (120) days prior to the In-Service Date of the Facility.

## **5. Security**

- 5.1 Subscriber Organizations will be required to post Development Period Security and Operating Period Security. The required level of Development Period Security is twenty dollars (\$20) per kW (AC) of the proposed nameplate capacity of the facility. The Development Period Security must be provided to the EDC no later than fifteen (15) days following PURA's approval of the Purchase Price(s) filed by DEEP. Development Period Security will be returned to the Subscriber Organization thirty (30) days after the later of (i) the EDC verifies that the Facility has achieved commercial operation, or (ii) the EDC's receipt of the full amount of Operating Period Security (except to the extent that Development Period Security is converted into Operating Period Security).
- 5.2 No more than thirty (30) days after the facility achieves commercial operation, the Subscriber Organization will be required to provide Operating Period Security in an amount equal to the ACP multiplied by fifty (50%) of the expected annual production of the facility (in MWh). This amount is intended to secure the Prepaid RECs included in the Purchase Price or to cure any conditions of default. The Subscriber Organization may convert Development Period Security to Operating Period Security.

5.3 If the EDC draws on Development Period Security or Operating Period Security for any reason, the Subscriber Organization must replenish such security within ten (10) business days.

5.4 Any unused Operating Period Security shall be returned to the Subscriber Organization only after any such Operating Period Security has been used to satisfy any outstanding obligations of the Subscriber Organization in existence at the end of the term of the Tariff.

## **6. Prerequisites for Purchases**

Obligation: The EDCs obligation to begin the purchase of energy and RECs from a Shared Clean Energy Facility at the Purchase Price(s) accepted by DEEP and approved by PURA is contingent upon the satisfaction of all of the following conditions:

6.1 The Subscriber Organization is either: (i) the owner of a Shared Clean Energy Facility with project site control, or (ii) an Authorized Developer of a Shared Clean Energy Facility with site control;

6.2 EDC has received evidence to its reasonable satisfaction that Subscriber Organization has met the requirements of Section 4;

6.3 The EDC has received evidence to its reasonable satisfaction that the Facility's in-service date has occurred prior to December 31, 2020;

6.4 Subscriber Organization has demonstrated that the Facility is interconnected to the distribution system of the EDC;

6.5 The Facility has a fully executed Interconnection Agreement;

6.6 Subscriber Organization has provided security that satisfies the requirements consistent with Section 5;

6.7 The Subscriber Organization has received regulatory approval of the Purchase Prices;

6.8 If the EDC has received approval from PURA to recover costs associated with the Pilot Program at the sole discretion of the EDCs;

- 6.9 The Subscriber Organization has provided certification that the Facility has not received any Connecticut ratepayer-funded incentives or subsidies, including but not limited to, net metering, virtual net metering, LREC/ZREC contracts, or direct incentives from the Connecticut Green Bank or the Conservation and Loan Management program;
- 6.10 The Subscriber Organization has provided a notice certifying (i) that generation from the Facility that will result in qualifying RECs has begun, (ii) the name of the Facility as it will appear on the RECs, (iii) the dates when the initial Energy and REC deliveries to the EDC are expected, (iv) the Facility, as constructed, meets all of the generation facility requirements of the Act, and (v) the final Facility size.
- 6.11 The Subscriber Organization has provided notice that the facility is in-service, within ten (10) business days of such in-service date. The final Facility size shall be based on the Facility's as-built configuration.
- 6.12 The Subscriber Organization shall be solely responsible for qualifying the Shared Clean Energy Facility with the Authority as a RPS Class I Renewable Energy Source in accordance with Conn. Gen. Stat. § 16-1(a)(26) and maintaining such Connecticut Class I RPS Qualification throughout the term of the Tariff; provided, however, that if the Shared Clean Energy Facility ceases to qualify as a RPS Class I Renewable Energy Source solely as a result of a change in law, EDC shall only be required to use commercially reasonable efforts to maintain such qualification after that change in law. The Subscriber Organization shall provide EDC with any information that may be required by EDC in order to facilitate receipt of RECs from the Shared Clean Energy Facility.
- 6.13 If the statutory and/or regulatory framework governing RECs in effect as of the Effective Date of the Tariff is amended or suspended by any Governmental Authority and/or is otherwise no longer in force (collectively, a "Change" in the regulatory framework), EDC may choose to qualify the Shared Clean Energy Facility in another state or federal program, whether for renewable energy certificates or other Environmental Attributes, and the Subscriber Organization shall at such time provide to EDC any documentation and other support as may be needed for such qualification. If during the term of enrollment, a change in Connecticut laws or regulations occurs that creates value in Environmental Attributes, then at EDC's request, the Subscriber Organization shall cooperate with EDC to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for Buyer. "Governmental Authority" means the federal government, any state or local

government or other political subdivision thereof (whether federal, state or local), any court and any administrative agency or other regulatory body, instrumentality, authority or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

6.14 The Subscriber Organization has completed an application and the EDC has accepted such application.

## **7. Purchase Obligation and Pricing**

7.1 The EDCs shall purchase the Delivered Subscribed Energy inclusive of Prepaid RECs, from each of the selected Shared Clean Energy Facilities up to the Maximum Hourly Purchase Amount at the Purchase Price(s) approved by PURA. Upon Delivery of the energy and RECs, ownership of the energy and RECs shall transfer to the EDCs.

7.2 Compensation for all Unsubscribed Energy Delivered by the Shared Clean Energy Facility shall be paid by the EDC at the Market Price. This pricing mechanism is intended to provide a clear incentive for the Subscriber Organization to maximize subscriptions and minimize excess energy being sold to the EDCs at non-market prices.

7.3 All Energy purchased and sold under this Tariff must be Delivered to the applicable ISO-NE node on behalf of the EDC. The Subscriber Organization is responsible for all costs associated with scheduling and Delivery of the Facility's energy to the applicable ISO-NE node. The EDC will not be responsible for any costs associated with such delivery, including but not limited to, wheeling charges.

7.4 The payment by the EDC for Prepaid RECs creates a firm obligation on the part of the Subscriber Organization to Deliver RECs associated with the Delivered Energy at the time they are produced in the NEPOOL GIS. It is the Subscriber Organization's responsibility to (i) ensure that the Shared Clean Energy Facility is qualified and registered as a Connecticut Class I renewable energy source, and (ii) that all RECs associated with Delivered energy are Delivered in a timely manner upon creation in the NEPOOL GIS. An EDC's obligation to purchase the Delivered energy and RECs from the Shared Clean Energy Facility is contingent upon the Subscriber Organization complying with the Tariff.

7.5 If the Shared Clean Energy Facility fails to qualify or Deliver the Prepaid RECs associated with the Delivered energy, the EDC will recover the cost of those Undelivered RECs by (i) first, netting an amount equal to the ACP multiplied by

the quantity of Prepaid RECs not Delivered from the next monthly payment(s) to be made to the Subscriber Organization (but not from the next monthly payment(s) made to Subscribers); (ii) second, by billing the Subscriber Organization the ACP multiplied by the quantity of Prepaid RECs not Delivered; and, (iii) finally, if (i) or (ii) do not result in timely reimbursement, by drawing down on the Operating Period Security at an amount equal to the ACP multiplied by the quantity of Prepaid RECs not Delivered.

- 7.6 Failure to meet the LMI requirements established in Section 9, will result in any such Delivered Energy and Prepaid RECs to be treated as Unsubscribed Energy. A deficiency charge will be assessed to the Subscriber Organization equal to the amount (if positive) by which the Purchase Price exceeds the Market Price. Such deficiency charge shall be paid for: (i) first, by billing the Subscriber Organization the deficiency charge; and, (ii) if (i) does not result in timely payment, by drawing down on the Operating Period Security.
- 7.7 Any Delivered Energy above the Maximum Hourly Purchase Amount or any Unsubscribed Delivered Energy will be paid directly to the Subscriber Organization at the Market Price.
- 7.8 A Subscriber Organization may not reduce the Subscriber Credit at any point during the Term of the Tariff because the Subscriber Organization received such unsubscribed output price, rather than the Purchase Price rate, resulting from any of the above situations.
- 7.9 If at March 31 of any given year a Subscriber has a credit balance on their bill, the EDC will return the credit balance to the Subscriber by check.
- 7.10 Any payments made directly to the Subscriber Organization will be made by electronic funds transfer, or by other mutually agreed upon method(s) by the end of the month following the month of Delivery.

## **8. Credit Mechanism**

- 8.1 Within one hundred twenty (120) days prior to the In-Service Date of the Shared Clean Energy Facility, the Subscriber Organization is responsible for providing information to the EDC using the form in Appendix 2 of the Enrollment Form, which includes, but is not limited to the names, addresses, customer account number, and historic average annual electric use for each Subscriber participating in the Shared Clean Energy Facility, along with the fixed allocation percentage to be credited to each Subscriber. The EDC will

credit the Subscriber or the Subscriber Organization based the Subscriber's share of the actual Delivery from the Shared Clean Energy Facility at the Purchase Price approved by PURA. The Subscriber Organization must immediately report in writing, using Appendix 3 of the Enrollment Form, any revisions to such list, including, but not limited to, additions to or terminations of Subscriptions. All additions and terminations will take effect during the next billing cycle.

- 8.2 EDC-Managed Credit Mechanism: Under an EDC-Managed Credit, the EDC delivers the monetary Credit to a Subscriber on a monthly basis through the Subscriber's electric bill with such EDC. A Credit must be monetized and cannot net out a Subscriber's bill from the EDC on a kWh basis.
- 8.3 The unsubscribed Delivered output, including any unsubscribed output below the LMI requirements or any Delivered Energy above the Maximum Hourly Purchase Amount will be paid in accordance with Section 7 above.

## **9. Subscribers**

- 9.1 Requirements: A Subscriber Organization must have Subscribers sufficient to meet the estimated annual kWh output of the Shared Clean Energy Facility based on the Subscribers' historic annual energy use.

It is the responsibility of the Subscriber Organization to maintain at least fifty percent (50%) subscribed as a percentage of total energy produced. In a given month, if Subscription levels fall below that percentage, the Subscriber Organization must inform DEEP within thirty (30) days. If the Subscriber Organization fails to maintain a Subscription level of fifty percent (50%) for twelve (12) consecutive months they will be subject to default provisions in Section 14.

- 9.2 Subscriber Eligibility: Each Shared Clean Energy Facility must have at least ten subscribers. Both the Shared Clean Energy Facility and the individual billing meters of all of its Subscribers must be located within the service territory of the EDC territory whose tariff is being used.

Subscriber Organizations must maintain for the term of their enrollment in the Tariff, a Subscriber base with at least twenty percent (20%) of LMI Subscribers (based on the estimated annual output the Shared Clean Energy Facility) as defined in Section 1.12. The remaining eighty percent (80%) can be from any rate class with any income levels. If the twenty percent (20%) threshold is not

maintained, the Subscriber Organization will be subject to the provisions in Section 7.6.

A Subscriber may not have a Subscription that exceeds forty percent (40%) of the estimated annual output of the Shared Clean Energy Facility based on the most recent two (2) historic average annual electric use of such Subscriber.

Subscriptions by commercial and/or industrial customers may not exceed sixty percent (60%) of the estimated annual output of the Shared Clean Energy Facility in the aggregate.

9.3 Subscription Limitations: A Subscriber may only have one subscription to one Shared Clean Energy Facility with one Subscriber Organization under this Pilot Program.

9.4 Reporting Requirements: The Subscriber Organization is responsible for providing information to the EDC with the Enrollment Form using the form included in Appendix 2 of such Enrollment Form, which includes customer names, address, account number and Subscriber allocation percentages for each Subscriber participating in the Shared Clean Energy Facility. The Subscriber Organization is responsible for immediately reporting any revisions to the monthly list, including, but not limited to, additions to or terminations of Subscriptions. Any changes to the Subscriber listing will take effect during the next billing cycle.

The Subscriber Organization is responsible for providing the EDC an affidavit indicating that the Subscriber Organization has verified eligibility for those Subscribers that have been identified as LMI.

Subscriber Organizations must abide by all reporting requirements required by DEEP.

## **10. Metering and Interconnection**

10.1 Metering: All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the "Meters"), shall be installed, operated, maintained and tested at the Subscriber Organization's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by the Interconnecting Utility, ISO-NE and NEPOOL GIS; provided that each Meter shall be tested at Seller's expense at least once each year. The Shared Clean Energy Facility shall be responsible for all costs associated with such metering

consistent with all applicable standards and requirements. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of Energy generated by the Facility. The Subscriber Organization shall make such hourly meter data available to the EDC at no cost.

10.2 Interconnection Agreement: The Shared Clean Energy Facility shall comply with the terms and conditions of the Interconnection Agreement. The Facility shall be responsible for all costs and expenses associated with the interconnection of the Facility consistent with all standards and requirements set forth by the EDC.

## **11. Covenants, Representations and Warranties**

11.1 Subscriber Organization: On and as of the effective date, and upon Delivery, the Subscriber Organization hereby covenants, represents and warrants to the EDC as follows:

- The Subscriber Organization has and, at all times during the term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;
- To the Subscriber Organization's knowledge, there is no pending or threatened litigation, arbitration or administrative proceeding that materially adversely affects the Subscriber Organization's ability to perform its obligations under the tariff;
- The Subscriber Organization is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

11.2 EDC: On and as of the effective date, and upon Delivery, the EDC hereby covenants, represents and warrants to the Subscriber Organization as follows:

- The EDC has and, at all times during the term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;
- To the EDC's knowledge, there is no pending or threatened litigation, arbitration or administrative proceeding that materially adversely affects the EDC's ability to perform its obligations under the tariff;
- The EDC is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

11.3 Additional Covenants: On, as of the effective date, and upon Deliver, the Subscriber Organization hereby represents and warrants to the EDC as follows:

- At the time of Delivery, the Subscriber Organization shall convey title to any and all of the Energy and RECs Delivered to the EDC in accordance with the Tariff and Terms and Conditions. The Energy and RECs must be free and clear of any and all liens or other encumbrances or title defects and the Subscriber Organization further represents that any and all of the Energy and RECs represent generation from a facility that has been qualified by the Authority as eligible to produce RECs pursuant to the Renewable Portfolio Standard and that such Facility is substantially as described in the RFP. Upon each Delivery, the Subscriber Organization warrants to the EDC that (A) it has sold and transferred the Energy and RECs once and only once exclusively to the EDC; (B) the RECs and any other Environmental Attributes sold hereunder have not expired and have not been, nor will be sold, retired, claimed or represented as part of electricity output or sale, or used to satisfy any renewable energy or other carbon or renewable generation attributes obligations under the RPS or in any other jurisdiction; (C) that it has made no representation in writing or otherwise, that any third-party has received, or has obtained any right to, such RECs that are inconsistent with the rights being acquired by the EDC hereunder, including, but not limited to, any right to use the RECs to meet the renewable energy requirements in any other state or jurisdiction, or any other renewable energy program; and (D) the RECs, as applicable, meet statutory requirements as they existed as of the effective date.
- The Subscriber Organization warrants that as of the initial Delivery date and continuing thereafter, the Facility will be qualified to produce Connecticut Class I Renewable Energy Credits that meet the requirements of the program.
- The Subscriber Organization warrants that it is an Account Holder as defined in the NEPOOL GIS Operating Rules. It also covenants that it shall not change the Facility, as described in the RFP, without previous written consent of DEEP and the EDC.

## **12. Regulatory Approval and Cost Recovery**

- 12.1 Regulatory Approval: The EDC will not provide credits or payments until PURA approves the Purchase Prices accepted during DEEP's RFP process. If PURA does not approve the Purchase Prices, the EDC will not be obligated to pay credits or make payments at the RFP price and must wait for approved Purchase Prices from PURA.
- 12.2 EDC Cost Recovery: The EDCs will be allowed to recover reasonable and prudently incurred costs and fees associated with billing, customer service and other costs if approved by PURA through the Non Bypassable Federally Mandated Congestion Charge.

## **13. Assignment**

- 13.1 Prohibition on Assignments. Except as permitted under this Section, the Shared Clean Energy Facility may be assigned by the Subscriber Organization, unless the EDC notifies the Subscriber Organization in writing, within thirty (30) days of receipt of written notice of Subscriber Organization's intent to make an assignment, that the EDC has reasonably determined that such assignment will have a material adverse effect on the Subscriber Organization's creditworthiness or ability to perform its obligations under this Tariff and notifies the Subscriber Organization in writing that the EDC does not consent to the assignment. When assignable, this Tariff shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the parties, except that no assignment, pledge or other transfer of this by either Party shall operate to release the assignor, pledger, or transferor from any of its obligations under this Tariff unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledger, or transferor from its obligations thereunder.
- 13.2 Assignments by Subscriber Organization. The Subscriber Organization may pledge or assign the Facility or the revenues under this Tariff to any Lender as security for the project financing or tax equity financing of the Facility; provided, however, that the Facility shall remain at all times located at the original site.
- 13.3 Change of Control over Subscriber Organization. The EDC's consent shall be required for any "Change of Control" (as defined below) over the Subscriber Organization. The EDC's consent shall be deemed provided within forty-five (45) days of the EDC's receipt of the Subscriber Organization's notice of its

intent to Change Control unless the EDC notifies the Subscriber Organization in writing, within thirty (30) days of receipt of the Subscriber Organization's written notice of intent to make a Change of Control, that the EDC has reasonably determined that such a Change of Control will have a material adverse effect on the Subscriber Organization's creditworthiness or the Subscriber Organization's ability to perform its obligations under this Tariff and that the EDC does not consent to such Change of Control. If the EDC does not consent to a Change of Control requested by the Subscriber Organization resulting from a bona-fide, good faith transaction entered into by the Subscriber Organization for a Change of Control within such forty-five day (45 day) period, the Subscriber Organization may withdraw their request to be included in this program upon sixty (60) days' notice to the EDC. For the purposes of this Section, "Change of Control" shall mean either (a) change in ownership of more than fifty percent (50%) of the equity interest of the Subscriber Organization in the Facility, either directly or indirectly, or (b) a change of control in fact of the Subscriber Organization.

13.4 Permitted Assignment by the EDC. The EDC shall have the right to assign this Tariff without consent of the Subscriber Organization in connection with any merger, consolidation, exchange of all of the common stock or other equity interests or other similar transactions involving the EDC that is approved by the Authority.

13.5 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Section shall be null and void.

## **14. Default**

14.1 Events of Default: An "Event of Default" shall mean, with respect to a party (a "Defaulting Party"), the occurrence of any of the following:

- If a Party materially breaches any or all of its obligations as described in the Tariff and Terms and Conditions and such breach is not cured within twenty (20) business days of written notice;
- If any representation or warranty or covenant made by a Party proves to have been misleading or false in any material respect when made;
- If a party becomes bankrupt.

14.2 Subscriber Organization Events of Default: An "Event of Default" shall also mean, with respect to a Subscriber Organization, the occurrence of any of the following:

- If the Subscriber Organization, on behalf of or associated with the Shared Clean Energy Facility, receives, or has received, EDC ratepayer funded incentives or subsidies, such as net metering, virtual net metering, an LREC/ZREC contract, or a grant or rebate from Connecticut Green Bank or either of its predecessors, CEFIA or CCEF, or any successor agency or fund (subject to the clarifications in Section 3);
- If the Subscriber Organization fails to satisfy any and all of the conditions set forth in the Tariff, including the Terms and Conditions contained herein;
- If the Shared Clean Energy Facility is not In-Service within twelve (12) months of the Guaranteed In-Service Date as may be extended in accordance with Section 3.3;
- If the Subscriber Organization fails to deliver any Energy or RECs from the Facility to the EDC for twenty four (24) consecutive months;
- If the Subscriber Organization fails to maintain a Subscription level of at least fifty percent (50%) for twelve (12) consecutive months;
- If the Subscriber Organization fails to maintain a Subscription level of at least ten (10) Subscriptions in the Facility for twelve (12) consecutive months;
- If PURA, or its successor organization, rules a Subscriber Organization to be ineligible under the tariff for any reason, including, but not limited to, the Subscriber Organization's failure to deliver Credits to its Subscribers as outlined in their proposal that was selected by DEEP;
- If the Subscriber Organization fails to operate the facility approved in DEEP's RFP selection process, which includes, but is not limited to, differences in location, size and type; or
- If a final individual Facility is less than 100 kW (AC) or greater than 2,000 kW (AC).

## **15. Remedies Upon Default**

15.1 Remedies: Upon the occurrence and continuation of an Event of Default, the other Party (the "Non Defaulting Party") may (i) terminate the relationship upon written notice to the Defaulting Party, and/or (ii) withhold any payments due to the extent of its damages.

15.2 If the Shared Clean Energy Facility is not In-Service within twelve (12) months of the Guaranteed In-Service date provided in the RFP and the Enrollment Form, the Shared Clean Energy Facility will no longer be eligible for the Tariff, unless, prior to twelve months within the Guaranteed In-Service Date, the Subscriber Organization provides notice to the EDC of the potential Subscriber

Organization default, requests suspension of the ineligibility under the Tariff, and posts an additional security equal to two times the Development Period Security (i.e., Subscriber Organization must increase the amount of posted Development Period Security by one hundred percent (100%)). If the Subscriber Organization provides such notice and additional security by such date, the Subscriber Organization shall have six (6) additional months to cure such Subscriber Organization default. If the Subscriber Organization does not cure such Subscriber Organization default within the six (6) additional months, the Shared Clean Energy Facility will become ineligible for the Tariff and the Development Period Security will be retained by the EDC.

- 15.3 Suspension: Notwithstanding any other provisions, if an Event of Default has occurred and is continuing, the Non-Defaulting Party may, on notice to the other Party, suspend performance of its obligation to deliver and sell, or receive and purchase energy and/or RECs until such Event of Default is cured; provided, however, that any suspension shall not exceed the Delivery Term period. Any such suspension shall be without prejudice to any remedy provided herein or otherwise available at law or in equity, including the right to subsequently terminate under Section 14.

## **16. Force Majeure**

- 16.1 This means any cause beyond the reasonable control of, and not due to the fault or negligence of the affected Party, and which could not have been avoided by the affected Party's reasonable due diligence, or was not caused by the affected Party, including, as applicable, war, terrorism, riots, embargo or national emergency, curtailment of electric distribution services; fire, flood, windstorm, earthquake or other acts of God; strikes, lockouts or other labor disturbances (whether among employees of Subscriber Organization, its suppliers, contractors, or others); delays, failure, and/or refusal of suppliers to supply materials or services; orders, acts or omissions of the NEPOOL GIS Administrator, as applicable; or any other cause of like or different kind, beyond the reasonable control of the Subscriber Organization or Subscriber

## **17. Limitation of Liability**

- 17.1 With respect to any liability hereunder, neither the Subscriber Organization or Subscriber nor EDC shall be liable to the other for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or business interruption damages, whether by statute, in tort or in contract, under any indemnity provision or otherwise.

## 18. Dispute Resolution

- 18.1 Except as otherwise expressly set forth herein, for any and all disputes or issues, the Parties shall refer to this Section 18. A Party must respond to the other Party's notice concerning a disputed issue within ten (10) business days of first notification unless otherwise specified in this Agreement.
- 18.2 Any Party may give the other Party notice of any dispute not resolved in the normal course of business ("Initial Notice"). A copy of the Initial Notice shall also be given to the Authority. Such Initial Notice shall include: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within five (5) business days after delivery of the Initial Notice, the receiving Party shall respond with: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the Initial Notice, representatives of both Parties and, at the Parties request, shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties are unable to resolve the dispute within sixty (60) business days after the delivery of the Initial Notice, a Party may petition the Authority to initiate a proceeding to resolve the dispute. The Parties should report to the Authority any resolution of disputes agreed to by the Parties within five (5) business days of said agreement.
- 18.3 The Parties agree that all disputes or issues arising out of this Agreement shall be brought to the Authority for resolution of the dispute or issues as provided in this Section 18. The Parties waive their right to bring disputes or issues to any other forum except as provided in the Uniform Administrative Procedures Act, Conn. Gen. Stat. § 4-166, et seq.(c).
- 18.4 Allocation of Dispute Costs. Each Party shall be responsible for its own legal fees, including but not limited to attorney fees. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes.

18.5 Waiver of Jury Trial. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT.

## **19. Miscellaneous**

19.1 Records: The parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least (6) years such records as may be needed to afford a clear history of all deliveries of Payments, Credits, energy and RECs pursuant to the Tariff. For any matters in dispute, the Parties shall keep the records until the dispute is resolved.

19.2 Audit Rights: The EDC and the Subscriber Organization have the right throughout the Tariff term and for a period of six (6) years following the end of the Term, upon reasonable prior notice, to audit copies of relevant portions of the books and records of the other party to the limited extent necessary to verify the basis for any claim by a party for payment from the other party or to determine a party's compliance with the terms of the Tariff. The party requesting the audit shall pay the other party's reasonable costs allocable to such audit.

19.3 Site Access: The EDC and its representatives shall have the right, but not the obligation, during business hours, upon reasonable notice to the Subscriber Organization, to visit and view the Facility site, including but not limited to, for the purpose of verifying compliance with the Facility's descriptions provided in the Enrollment Form, and final Facility size as of its In-Service Date. The EDC and the Subscriber Organization agree that it shall constitute a material breach by the Subscriber Organization to deny the EDC reasonable access to the site and the Facility and that such material breach shall constitute an Event of Default by the Subscriber Organization under Section 14.

19.4 Severability: If any section, phrase or portion of these Terms and Conditions is for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction such section, phrase or portion so adjudged will be deemed separate, severable and independent and the remainder of these Terms and Conditions shall remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of these Terms and Conditions

and the benefits and rights of the EDC and Subscriber Organization or Subscribers are not substantially impaired.

19.5 Disputes. Any dispute arising out of these Terms and Conditions shall be governed by the Dispute Resolution provision herein.

## THE UNITED ILLUMINATING COMPANY

### Rider SCEF Shared Clean Energy Facility Pilot Program Enrollment Form

#### Attachment 2

Effective Date: October 1, 2019

This Enrollment Form addresses Shared Clean Energy Facility (“SCEF”) enrollment processes set forth in Public Act 15-133, *An Act Establishing a Shared Clean Energy Facility Pilot Program, as amended by Public Act 16-116, An Act Concerning the Shared Clean Energy Facility Pilot Program* (“the Act”) and is applicable to a Subscriber Organization with a Shared Clean Energy Facility within the Company’s<sup>1</sup> Service Territory that have been selected as a winning bidder through the Department of Energy and Environmental Protection’s (“DEEP”) Request for Proposal (“RFP”) process and that such selection has subsequently been approved by the Public Utilities Regulatory Authority (“PURA”). The Enrollment Form is further subject to the Company’s Shared Clean Energy Facility Rider Pilot (“Rider”) and the Terms and Conditions contained in Attachment 1 of the Rider.

A selected and approved Subscriber Organization (“Applicant”) seeking enrollment under this SCEF Pilot Program should submit the attached Enrollment Form, along with all required documentation and verification, to the Company within fifteen (15) days of being approved by PURA. Filing instructions are enclosed to assist the Applicants in the enrollment process. In particular, please note that the Company requires the Enrollment Form, including exhibits and attachments, to be submitted electronically and in hard copy.

For The United Illuminating Company (“UI”), the electronic Enrollment Form should be emailed to: Mark P. Colca, Manager, Pricing at mark.colca@uinet.com. The hard-copy Enrollment Form should be submitted to UI at: Mark P. Colca, Manager, Pricing, The United Illuminating Company, 180 Marsh Hill Road, Mail Stop AD-2A, Orange, CT 06477-3629.

Upon receipt of the Enrollment Form by email, the Company will issue a date/time receipt. All notifications made by the Company will be to the email address provided by the Applicant. The Company will make reasonable efforts to notify the Applicant as to whether the Enrollment Form is satisfactory or whether the Applicant must submit additional information. Only when the Enrollment Form has been deemed satisfactory and accepted by the Company will the Applicant be notified of such acceptance and their eligibility to receive payments under this tariff.

Note that Applicants have an ongoing obligation to amend and/or supplement the information contained in this Enrollment Form. An Applicant must both initially and on an ongoing basis operate in accordance with Good Utility Practice and any applicable requirements and standards issued by the EDC, ISO-NE, and NEPOOL GIS as well as any applicable requirements and standards issued by the Company. Applicants must also meet (at the Applicant’s expense) any metering and telemetering requirements designated by the Company.

<sup>1</sup> “Company” as referenced in this Application refers to The United Illuminating Company.

## **FILING INSTRUCTIONS – SHARED CLEAN ENERGY FACILITY ENROLLMENT FORM**

**ENROLLMENT FORM:** The Enrollment Form will be made available on PURA’s web site ([www.state.gov/pura](http://www.state.gov/pura)) and thereafter on the Company’s website ([www.uinet.com](http://www.uinet.com)).

**WHAT TO FILE:** The Applicant must submit the Enrollment Form, including all exhibits and attachments, electronically in pdf format. A signed copy of the Enrollment Form, including all exhibits and attachments, must also be submitted in hard-copy. The electronic Enrollment Form should be submitted to: Mark P. Colca, Manager, Pricing at [mark.colca@uinet.com](mailto:mark.colca@uinet.com). The hard-copy Enrollment Form should be submitted UI at: Mark P. Colca, Manager, Pricing, The United Illuminating Company, 180 Marsh Hill Road, Mail Stop AD-2A, Orange, CT 06477-3629.

**REQUIRED DOCUMENTATION:** The Applicant must submit the following (each separate attachment should be clearly labeled as indicated in footnote 2):

- Shared Clean Energy Facility Enrollment Form
- Appendix 1: Interconnection Agreement (existing customers) or preliminary results from an Interconnection Application (new customers)
- Appendix 2: Subscriber Accounts Form
- Appendix 3: Subscriber Change Form (only in instances where a change occurs)
- Final PURA approved Purchase Price(s) filed by DEEP with PURA

**QUESTIONS:** Questions regarding the Enrollment Form or enrollment process should be directed to:

- UI: Mark P. Colca, Manager, Pricing at 203-499-3622 or [mark.colca@uinet.com](mailto:mark.colca@uinet.com)

**GOVERNING LAW:** The Company will review the Enrollment Form pursuant to the criteria set forth in The Act as well as any statutes or regulations relevant to SCEFs that are later amended, enacted or adopted. In reviewing the Enrollment Form, the Company will also rely on its Shared Clean Energy Facility Rider Pilot (effective date April 1, 2017).

2 Attachment number and name should appear on the top of each page, and the pages of each attachment should be separately numbered.

## Shared Clean Energy Facility Pilot Program Enrollment Form

Enrollment Form ID: \_\_\_\_\_  
(To be completed by EDC-do not fill in)

Please fill out the following completely.

This Enrollment Form incorporates and adopts all definitions contained in the Company's Terms and Conditions to the Shared Clean Energy Facility Rider Pilot, effective date TBD, and any statutes or regulations relevant to shared clean energy facilities that may be later amended, enacted or adopted.

### A) Subscriber Organization Information

(A-1) Please provide the following Subscriber Organization information:

Applicant Name: \_\_\_\_\_  
Applicant Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Name of Facility: \_\_\_\_\_  
Address of Facility: \_\_\_\_\_

If the Facility has an existing service account, please provide the following:

Billing Account Number: \_\_\_\_\_ Meter Number: \_\_\_\_\_

Please provide banking instructions for any payments to be made by the Company. In addition, please attach a *W-9 Request for Taxpayer Identification Number and Certification* ("W-9 Form"):

Bank Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
ABA Number: \_\_\_\_\_  
Applicant's Account Number: \_\_\_\_\_

### B) Subscriber Organization Eligibility (please complete each section)

(B-1) Has the Subscriber Organization been selected by DEEP as winning bidder in the Shared Clean Energy Facility pilot program RFP process?

Yes (Please provide the supporting documentation [and the RFP] with this Enrollment Form)

No (You are not eligible for the Shared Clean Energy Facility Pilot Program)

(B-2) If the response to B-1 is yes, please indicate the rates that were selected in the RFP and approved by PURA and provide a copy of PURA approval of those rates.

(B-3) Please provide the guaranteed in-service date of the Shared Clean Energy Facility.

\_\_\_\_\_ In-service Date (mo./yr.)

(B-4) What is the term (in years) accepted in the RFP by DEEP? Please provide approval documentation.

\_\_\_\_\_ Years

(B-5) What is the installed capacity and expected annual energy production of the facility as provided in your bid?

Capacity \_\_\_\_\_ (kW AC)

Annual Energy Production \_\_\_\_\_ (kWh)

C) Subscriber Information

(C-1) Does the Subscriber Organization have Subscribers?

Yes (proceed to C-2)

No (the Subscriber Organization must provide a listing of Subscribers no later than one hundred twenty (120) days prior to commencement of service)

(C-2) The Subscriber Organization and all Subscribers being submitted in Appendix 2 are served by the same EDC.

Yes (proceed to C-3)

No (contact the Company)

(C-3) Do all initial Subscribers being submitted in Appendix 2 meet the definition of Subscribers provided in the Company's Shared Clean Energy Facility Rider's Pilot Terms and Conditions?

Yes (complete Appendix 2)

No (contact the Company)

\*\*\* Any changes to the Subscribers designated under this section during the Enrollment Form process are subject to the Company's approval. Changes to Subscribers shall be submitted to the Company in Appendix 3.

(D) A Subscriber Organization may change its list of Subscribers once per month. Any Subscriber Organization seeking to change its list of Subscribers must provide fifteen (15) days prior notice to the Company in writing, and such change shall be documented by submittal of Appendix 3. If no changes are received in a given month, the Company will continue to allocate the credits in accordance with the Subscribers on file with the EDC.

(E) The parties shall make reasonable efforts to resolve any disputes regarding the Enrollment Form or the application process. In the event that the parties are unable to resolve a dispute, the Applicant may seek guidance from PURA.

F) A signature on this Enrollment Form shall constitute certification that (1) the individual signing on behalf of the Subscriber Organization is authorized to execute this Enrollment Form; (2) the individual signing on behalf of the Subscriber Organization has read the Tariff, the Terms and Conditions and the Enrollment Form and is fully aware of its contents; (2) the contents are true as stated, to the best knowledge and belief of the individual and the Subscriber Organization; and (3) the Subscriber Organization possesses full power and authority to sign the Enrollment Form and agrees to all of the terms of the Tariff, the Terms and Conditions and the Enrollment Form.

Subscriber Organization

\_\_\_\_\_  
By:  
Name:  
Title:

\_\_\_\_\_  
Date

## **APPENDIX 1**

### **SUBSCRIBER ORGANIZATION INTERCONNECTION REQUIREMENTS**

*See Filing Instructions.*

Provide Interconnection Agreement or Preliminary Results of Interconnection Application.

## **APPENDIX 2 SUBSCRIBER ACCOUNT FORM**

Instructions: You must have a minimum of ten (10) Subscribers located within the same EDC territory as the Shared Clean Energy Facility and a Subscriber may only have one subscription to one Shared Clean Energy Facility. The number of Subscribers you may have is only limited by the estimated annual output of the Shared Clean Energy Facility. If it is more than ten please provide an attachment with the same information for each Subscriber. As outlined in the Terms and Conditions,

- At least 20% of the estimated annual output of the Shared Clean Energy Facility must be Subscribed by LMI Subscribers as defined in the Terms and Conditions (Attachment 1 of the Tariff).
- No single Subscriber may account for more than 40% of the total output of the Shared Clean Energy Facility. This limit must be maintained for the duration of the Pilot Program.
- Subscriptions by commercial and/or industrial customers may not exceed 60% of the estimated annual output of the Shared Clean Energy Facility.
- The sum of all Subscription allocations cannot exceed 100% of the proposed nameplate capacity of the Shared Clean Energy Facility.

Please provide the following information for each proposed Subscriber submitted as part of the Shared Clean Energy Facility Enrollment Form.

**APPENDIX 2**

**SUBSCRIBER ACCOUNTS**

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

**APPENDIX 2**

**SUBSCRIBER ACCOUNTS (CONTINUED)**

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_

**APPENDIX 3  
SUBSCRIBER CHANGE FORM**

Please provide the following information for each change to Subscribers subsequent to those identified in the Shared Clean Energy Facility Enrollment Form. Part A and B need to be completed prior to any changes occurring to Subscribers. One sheet needs to be submitted for each occurrence.

**Part A – Reason for Change**

Please provide the reason for the change in the Subscriber listing (check one):

- a. New Subscriber \_\_\_\_\_
- b. Terminated Subscription \_\_\_\_\_
- c. Subscription Allocation Change \_\_\_\_\_
- d. Subscription Transfer \_\_\_\_\_
- e. Other? (please explain) \_\_\_\_\_

**Part B- Subscriber Information**

1. Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_  
Effective Date of Change \_\_\_\_\_

**FOR SUBSCRIPTION TRANSFERS, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

2. Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
EDC Billing Account Number: \_\_\_\_\_  
Historic Average Annual Electric Use \_\_\_\_\_  
Subscriber Percentage: \_\_\_\_\_  
Low/Moderate Residential Customer Yes \_\_\_\_\_ No \_\_\_\_\_  
Effective Date of Change \_\_\_\_\_

**The effective date of the change will be the billing month following notification to the EDC by the Subscriber Organization.**

**AVAILABILITY AND APPLICABILITY:** This Rider provides the details of the Subscriber Organization related provisions of the Shared Clean Energy Facility (“SCEF”) program pursuant to Public Act 18-50, *An Act Concerning Connecticut’s Energy Future (“the Act”)*, Connecticut General Statute 16-244z, *Renewable Energy Tariffs and* the December 18, 2019, Decision of the Public Utilities Regulatory Commission (“PURA” or “Authority”) in Docket No. 19-07-01 *Review of Statewide Shared Clean Energy Facility Program Requirements (“the Decision”)*. All definitions and program rules used throughout this Rider conform to the Authority’s Modified Program Requirements presented in Exhibit B – Modified SCEF Program Requirements attached to the Decision.

Service under this Rider is available to Shared Clean Energy Facilities with a nameplate capacity rating of at least 100 kW (AC) and no greater than 4,000 kW (AC) that have been selected as a Subscriber Organization through the Department of Energy and Environmental Protection’s (“DEEPs”) Request for Proposal (“RFP”) process sponsored by the Company. In order to qualify for payments pursuant to this Rider, the participant(s) of this program must comply with this Rider and the Subscriber Organization Terms and Conditions

**DEFINITIONS:** As used throughout this Rider, capitalized terms used shall have the meanings set forth in the Subscriber Organization Terms and Conditions.

**APPLICATION AND QUALIFICATION FOR SERVICE:** A Subscriber Organization that has been selected as a winning Bidder by the Company and DEEP to participate in this program and has been approved by PURA is eligible to take service under this Rider. The Subscriber Organization must initially and on an ongoing basis satisfy the EDC’s interconnection requirements as contained in the Subscriber Organization Terms and Conditions. An applicant must also meet (at the applicant’s expense) any metering and telemetering requirements designated by the EDC.

Once the Purchase Prices are approved by PURA, those Purchase Prices will be used to pay the Subscriber Organization for the delivered Energy and RECs in accordance with the Subscriber Organization Terms and Conditions. Acceptance under this Rider is subject to the acceptance by the Company and DEEP, and certification, via affidavit, by the Subscriber Organization that the Subscriber Organization will comply with all provisions in the Rider, including the Subscriber Organization Terms and Conditions.

The Subscriber Organization will be required to sign a Tariff Terms Agreement with the Company in order to receive payments under this Rider. All such requests shall be made by submitting a standard application to the Company which is available on its website.

**SUBSCRIBER ORGANIZATION PAYMENTS AND RESPONSIBILITIES:** The Company shall purchase the Delivered Subscribed Energy, inclusive of the Prepaid RECs, from each selected Shared Clean Energy Facility at the Purchase Price noted in the Tariff Terms Agreement as approved by PURA. Quarterly payments to the Subscriber Organization will be based on a calculation of the Purchase Price, measured in cents/kWh, multiplied by the actual kWh output of the SCEF.

The Subscriber Organization is responsible for all costs associated with scheduling and Delivery of the Shared Clean Energy Facility energy.

**TERM:** Pursuant to the Act, the term of service under the Rider for each Shared Clean Energy Facility under the SCEF Program shall not exceed 20 years from the In-Service Date.

**INTERCONNECTION AND METERING REQUIREMENTS:** The installation of a generation system that will interconnect with the Company's electric distribution system requires the approval of the Company. An applicant seeking to participate in the program is (i) required to file an interconnection application with the Company and to comply (at the applicant's expense) with the applicable requirements contained in the Company's Guidelines for Generator Interconnection and, (ii) responsible for the cost of the interconnection service and any metering equipment required by the Company.

Additional details and requirements under this Rider are included in the Subscriber Organization Terms and Conditions.

Effective: July 1, 2020

Effective July 1, 2020  
Decision dated April 28, 2020  
Docket No. 19-07-01

**The United Illuminating Company**  
**Street and Security Lighting Rate M**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is available for any town, city or municipal subdivision, or to any other Customer, except that no new installations of mercury vapor lighting will be made for offstreet lighting.

**Installation:**

The Company will furnish and maintain its standard equipment necessary for supplying this service.

Where one or more wood poles must be installed in order to effect service, the Customer will make a one-time payment of \$682.57 per pole and is responsible thereafter for the cost of any subsequent replacement poles. Alternatively, the Customer may pay a monthly charge of \$15.66 per pole.

Where an overhead service pole is installed at a location more than one span distant from the Company's overhead distribution facilities, or an underground service ornamental pole is installed at a location more than 150 feet distant from the Company's underground distribution facilities, or an underground service low post fixture is installed at a location more than 50 feet distant from the Company's underground distribution facilities, the Customer will be required to reimburse the Company for the installation cost attributable to such excess distance.

Where underground service to low post fixtures is not installed concurrently with the installation of underground distribution facilities, the Customer is responsible for reimbursing the Company for all trenching, back-filling and resurfacing costs.

The Customer is responsible for reimbursing the Company for any other excess installation costs created by unusual conditions.

The following components are to be added to the proposed standard offer rate for Street and Security Lighting Rate M:

**Generation Charges**

**January - June**

Standard Service Generation	9.3179¢/kWh
Bypassable FMCC	0.0000¢/kWh

**Delivery Services**

Systems Benefits Charge**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

Non-Bypassable FMCC\*

Summer	0.0000¢/kWh
Winter	0.0000¢/kWh

\* Federally Mandated Congestion Costs

\*\* On bills these items are combined and labeled “Combined Public Benefits Charge”.

**Transmission Charge**

Seasonal

Winter:	Jan. – May	2.3199¢/kWh
	Oct. – Dec.	2.3199¢/kWh
Summer	June – September	2.8999¢/kWh

Payment: These unbundled components as well as any adjustments or charges based on kWh will be based on monthly burn hours.

**Annual Rates per Light:**

Overhead Service from Overhead Circuits to Standard Lights on Standard Wooden Poles

<b>Lumen Rating</b>	<b>Sodium</b>
4,000	\$ 98.57
5,800	112.83
9,500	150.08
16,000	186.28
27,500	241.48
50,000	314.07

**Floodlighting**

27,500	235.68
50,000	306.22

Underground Service from Underground Circuits to Standard Lights on Standard Wooden Poles will be charged an additional \$138.70 per year for facilities installed on or after August 29, 1983.

Standard Ornamental Poles will be charged an additional \$644.27 per year for facilities installed on or after August 29, 1983.

Underground Service from Underground Circuits to Lights on Low Posts

<b>Lumen Rating</b>	<b>Colonial Fixtures On Wood Poles</b>	<b>Modern or Contemporary Fixtures on Non-Wood Posts</b>
High Pressure Sodium 9,500	\$ 221.88	\$ 251.19
		<b>Acorn Fixture On Non-Wood Post</b>
High Pressure Sodium 9,500		\$ 308.43

**Payment:**

One twelfth of the above annual rates will be billed monthly.

**Hours of Operation:**

Lights supplied under this rate will be operated each night approximately from one-half hour after sunset until one-half hour before sunrise, approximately 4150 hours each year. The Customer shall be responsible for notifying the Company of any outage, and lamp replacements will normally be made on the first working day after notification.

If a timing device is placed into operation to effectively reduce the annual burn hours of a fixture or fixtures, the customer's monthly billing will be reduced accordingly to reflect the reduced kilowatt hours of consumption.

**Purchased Power Adjustment Clause:**

The above *Annual Rates per Light* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Estimated Kilowatt-hours:**

The amount of the Purchased Power Adjustment for each Light will be determined each month by multiplying the Company's Purchased Power Adjustment by the Estimated Monthly Kilowatt Hours (wattage divided by 1,000 times monthly burn hours).

<b>Lumen Rating</b>	<b>Fixture Wattage</b>
4,000	64
5,800	81
9,500	116
16,000	173
27,500	307
50,000	471

The following are the burn hours of each month:

January	433	July	269
February*	365	August	301
March	364	September	334
April	310	October	388
May	280	November	413
June	251	<u>December</u>	<u>442</u>
		Total	4150
* Leap Year	377		

**Minimum Term of Service:**

If Company owned lighting facilities are removed at the request of the Customer, the Customer shall reimburse the Company for the original cost, less accumulated provisions for depreciation and net salvage, of the facilities removed.

There is no minimum term of service for generation service.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

***Effective: March 1, 2021***

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A No. 2018  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**

**Sodium Vapor Street Lighting Conversion Rate MC**

*Applies throughout the Company's Service Area.*

**Availability:**

Street lighting service under this rate is available for any town, city or municipal subdivision, for sodium vapor lights converted from existing mercury vapor lights on ornamental poles only installed before August 29, 1983.

**Conversion:**

Conversion of existing mercury lights on ornamental poles will be limited to the following sizes of sodium vapor lights:

<b>Mercury Lumen Rating</b>	<b>To</b>	<b>Sodium Lumen Rating</b>
8,150		9,500
11,500		9,500
21,500		16,000
21,500		27,500
60,000		50,000

The following components are to be added to the proposed standard offer rate for Sodium Vapor Street Lighting Conversion Rate MC:

**Rate Per Month**

**Generation Charges**

**January - June**

Standard Service Generation  
Bypassable FMCC

9.3179¢/kWh  
0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

Non-Bypassable FMCC\*

Summer	0.0000¢/kWh
Winter	0.0000¢/kWh

\* Federally Mandated Congestion Costs

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

**Transmission Charge**

Seasonal		
Winter:	Jan. – May	2.3199¢/kWh
	Oct. – Dec.	2.3199¢/kWh
Summer	June – September	2.8999¢/kWh

**Payment:**

These unbundled components as well as any adjustments or charges based on kWh will be based on monthly burn hours.

**Annual Rates per Light:**

Service to Lights on Ornamental Poles

<b>Lumen Rating</b>	<b>Overhead Service</b>
9,500	\$ 218.15
16,000	279.96
27,500	362.47
50,000	634.06

Underground Service from Underground Circuits to Standard Lights on Standard Wooden Poles will be charged an additional \$73.11 per year for facilities installed prior to August 29, 1983.

Standard Ornamental Poles will be charged an additional \$56.52 per year for facilities installed prior to August 29, 1983.

**Hours of Operation:**

Lights supplied under this rate will be operated each night approximately from one-half hour after sunset until one-half hour before sunrise, approximately 4,150 hours each year. The Customer shall be responsible for notifying the Company of any outage, and lamp replacements will normally be made on the first working day after notification.

If a timing device is placed into operation to effectively reduce the annual burn-hours of a fixture or fixtures, the Customer's monthly billing will be reduced accordingly to reflect the reduced kilowatt-hours of consumption.

**Purchased Power Adjustment Clause:**

The above *Annual Rates per Light* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Estimated Kilowatt-hours:**

The amount of the Purchased Power Adjustment for each Light will be determined each month by multiplying the Company's Purchased Power Adjustment by the Estimated Kilowatt-hours (wattage divided by 1,000 times monthly burn hours.)

<b>Lumen Rating</b>	<b>Fixture Wattage</b>
9,500	116
16,000	173
27,500	307
50,000	471

The following are the burn hours of each month:

January	433
February*	365
March	364
April	310
May	280
June	251
July	269
August	301
September	334
October	388
November	413
<u>December</u>	<u>442</u>
Total	4150
*Leap Year	377

**Payment:**

One twelfth of the above annual rates will be billed monthly.

**Minimum Term of Service:**

If Company owned street lighting facilities are converted to sodium and subsequently removed at the request of the Customer, the Customer shall reimburse the Company for the original cost, less accumulated provisions for depreciation and net salvage, of the facilities removed.

There is no minimum term of service for generation service.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

**Effective:**        *March 1, 2021*

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No.21-02-01*

*Supersedes C.P.U.C.A. No. 2019  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**  
**Unmetered Municipal Street Lighting Rate U**

*Applies throughout the Company's Service Area.*

**Availability:**

Subject to the General Provisions of this rate, unmetered electric service is available under this rate for any town, city, or municipal subdivision for street lighting service on the streets and highways within a specifically defined geographic area of any municipality to Street Lighting Fixtures and/or Underground Utilization Facilities not owned by the Company. For purposes hereof, such a specifically defined geographic area installation of a municipality's street lighting equipment shall consist of not less than all street lighting equipment on a public street lying between the intersections of that public street and two other public streets, or one other public street and a dead end or the municipal boundary.

Service under this rate may not be commenced or continued at any location where the Customer has a suitable metered service available.

**Billing:**

Kilowatt-hour consumption shall be calculated using lamp and fixture characteristics plus an additional allowance representing the line losses for service remote from the Company's secondary distribution system, and shall be calculated for 4150 hours of operation per year for photocontrolled systems which are designed for night operation from approximately one-half hour after sunset until one-half hour before sunrise. Multiple fixtures supplied from a single delivery point by Customer maintained distribution facilities shall be considered a single delivery point for billing purposes under this rate. Point of delivery shall be the Company's secondary distribution facilities.

If a timing device is placed into operation to effectively reduce the annual burn-hours of a fixture or fixtures, the Customer's monthly billing will be reduced accordingly to reflect the reduced kilowatt-hours of consumption. The Customers credit for reduced kilowatt hours will be made in accordance with the rate per month under Company Rate SG2 as approved by the DPUC.

The following components are to be added to the proposed monthly standard offer rate for Unmetered Municipal Street Lighting Rate U:

**Generation Charges**

**January - June**

Standard Service Generation	9.3179¢/kWh
Bypassable FMCC	0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh
Non-Bypassable FMCC*	
Summer	0.0000¢/kWh
Winter	0.0000¢/kWh

\* Federally Mandated Congestion Costs

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

**Transmission Charge**

Seasonal		
Winter:	Jan. – May	2.3199¢/kWh
	Oct. – Dec.	2.3199¢/kWh
Summer	June – September	2.8999¢/kWh

**Payment:**

These unbundled components as well as any adjustments or charges based on kWh will be based on monthly burn hours.

**Rate per Month:**

Facility Charge:	\$ 4.00 per delivery point
Energy Charge:	0.007513¢ per kilowatt-hour

**Estimated Kilowatt-hours:**

The amount of the Purchased Power Adjustment for each Light will be determined each month by multiplying the Company’s Purchased Power Adjustment by the Estimated Monthly Kilowatt Hours (wattage divided by 1,000 times monthly burn hours).

The following are the burn hours of each month:

January	433
February*	365
March	364
April	310
May	280
June	251
July	269
August	301
September	334
October	388
November	413
<u>December</u>	<u>442</u>
Total	4150

\*Leap Year 377

**Purchased Power Adjustment Clause:**

The above Energy Charge will be increased or decreased, as appropriate, by an amount determined in accordance with the Company’s Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company’s DR Rider C.P.U.C.A. No. 634.

**General Provisions:**

The Customer shall be responsible for the cost of installation, replacement, modification, maintenance, and removal, of (1) all brackets, hangers, lamps, reflectors, refractors, ballasts, and controls, together with conductors, insulators, and moldings used to connect such equipment to the Company’s secondary distribution system, and poles or other supports used solely for the Customer’s purposes (hereinafter collectively called “Street Lighting Fixtures”), and (2) all foundations and supporting poles, masts, standards, and posts used only to support Street Lighting Fixtures together with risers, underground conduits, and conductors used to connect Street Lighting Fixtures to the Company’s secondary distribution system (hereinafter collectively called “Underground Utilization Facilities”).

The attachment of Street Lighting Fixtures to the Company’s secondary distribution system shall be done by the Company at the expense of the Customer. All other work in connection with installation, replacement, or modification of Street Lighting Fixtures or Underground Utilization Facilities shall be performed at the expense of the Customer either by the Company, under a separate agreement with the Customer, or by a contractor approved by the Company, and shall be done in accordance with the Company’s applicable Construction Standards.

Street Lighting Fixtures and Underground Utilization Facilities shall be supplied energy from standard secondary circuits and shall be of a type approved by the Company. In order to assure safe and reliable operation of Company and Customer facilities, the Company reserves the right to approve the location of equipment.

Maintenance limited to cleaning or replacing lamps, photoelectric controls, reflectors, and refractors may be performed by qualified employees of the Customer, provided that such limited maintenance can be performed without climbing any of the Company's poles. All other maintenance and tree-trimming necessary for proper distribution of light shall be performed at the expense of the Customer either by the Company under the terms of a separate maintenance agreement with the Customer or by a contractor approved by the Company; provided, however, that in cases in which the Company is not engaged to provide maintenance, the Company reserves the right to make at the Customer's expense any emergency repairs necessary to preserve the public safety or the integrity of the Company's distribution system, and to repair at the Customer's expense any particular Street Lighting Fixtures which remain lighted during daylight hours for more than forty-eight hours after the Customer has been notified of such malfunction.

No modification in size, type, or manufacturer of any Street Lighting Fixtures, including but not limited to modifications which affect kilowatt hour consumption or power factor, shall be made by the Customer without the prior written approval of the Company.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions here of are a part of this rate.

*Effective:            March 1, 2021*

*Effective March 1, 2020  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A. No.2020  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**

**Metal Halide Lighting Rate MH**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is available to any Customer.

**Installation:**

The Company will furnish and maintain its standard equipment necessary for supplying this service.

Where one or more wood poles must be installed in order to effect service, the Customer will make a one-time payment of \$682.57 per pole and is responsible thereafter for the cost of any subsequent replacement poles. Alternatively, the Customer may pay a monthly charge of \$15.66 per pole. The annual charge for standard ornamental poles will be \$644.27, alternatively, the Customer may pay a monthly charge of \$53.68 per pole.

Where an overhead service pole is installed at a location more than one span distant from the Company's overhead distribution facilities, or an underground service ornamental pole is installed at a location more than 150 feet distant from the Company's underground distribution facilities, or an underground service low post fixture is installed at a location more than 50 feet distant from the Company's underground distribution facilities, the Customer will be required to reimburse the Company for the installation cost attributable to such excess distance.

Where underground service to low post fixtures is not installed concurrently with the installation of underground distribution facilities, the Customer is responsible for reimbursing the Company for all trenching, back-filling and resurfacing costs.

The Customer is responsible for reimbursing the Company for any other excess installation costs created by unusual conditions.

The following components are to be added to the proposed standard offer rate for Metal Halide Lighting Rate MH:

**Generation Charges**

**January - June**

Standard Service Generation	9.3179¢/kWh
Bypassable FMCC	0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

Non-Bypassable FMCC\*

Summer	0.0000¢/kWh
Winter	0.0000¢/kWh

\* Federally Mandated Congestion Costs

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

**Transmission Charge**

Seasonal		
Winter:	Jan. – May	2.3199¢/kWh
	Oct. – Dec.	2.3199¢/kWh
Summer	June – September	2.8999¢/kWh

**Payment:**

These unbundled components as well as any adjustments or charges based on kWh will be based on monthly burn hours.

**Annual Rates per Light:**

Overhead Service from Overhead Circuits to Standard Lights on Standard Wooden Poles

Lumen Rating	Wattage	Cobrahead
14,000	175	\$ 210.12
20,500	250	273.56
36,000	400	351.51
110,000	1,000	564.07
Lumen Rating	Wattage	Floodlight
14,000	175	\$ 201.57
20,500	250	257.09
36,000	400	322.30
110,000	1,000	500.93

Underground Service from Underground Circuits to Lights on Low Posts

<b>Lumen Rating</b>	<b>Wattage</b>	<b>Colonial Fixtures On Wood Poles</b>	<b>Modern or Contemporary Fixtures On Non-Wood Posts</b>
14,000	175	223.56	\$ 252.87
20,500	250		311.21
36,000	400		326.74

<b>Lumen Rating</b>	<b>Wattage</b>	<b>Acorn Fixture on Non-Wood Post</b>
14,000	175	\$ 304.58

**Payment:**

One twelfth of the above annual rates will be billed monthly.

**Hours of Operation:**

Lights supplied under this rate will be operated each night approximately from one-half hour after sunset until one-half hour before sunrise, approximately 4150 hours each year. The Customer shall be responsible for notifying the Company of any outage, and lamp replacements will normally be made on the first working day after notification.

**Charge for Conversion to Metal Halide:**

Replacement of other type lighting with a Metal Halide, or a high lumen Metal Halide with a lower lumen Metal Halide, will require that the Customer pay a one time charge of \$96.27/per pole for the first pole and \$26.74 for each additional pole, to be paid prior to replacement.

**Purchased Power Adjustment Clause:**

The above *Annual Rates per Light* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause. The amount of the Purchased Power Adjustment for each Light will be determined each month by multiplying the Company's Purchased Power Adjustment by the Estimated Kilowatt Hours specified below opposite the Lumen Rating of such Light.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Estimated Kilowatt-hours:**

The amount of the Purchased Power Adjustment for each Light will be determined each month by multiplying the Company's Purchased Power Adjustment by the Estimated Monthly Kilowatt Hours (wattage divided by 1,000 times monthly burn hours).

<b>Lumen Rating</b>	<b>Fixture Wattage</b>
14,000	200
20,500	306
36,000	471
110,000	1,200

The following are the burn hours of each month:

January	433
February*	365
March	364
April	310
May	280
June	251
July	269
August	301
September	334
October	388
November	413
<u>December</u>	<u>442</u>
Total	4150
*Leap Year	377

**Minimum Term of Service:**

If Company owned lighting facilities are removed at the request of the Customer, the Customer shall reimburse the Company for the original cost, less accumulated provisions for depreciation and net salvage, of the facilities removed, plus all labor and other expenses incurred.

There is no minimum term of service for generation service.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

***Effective: March 1, 2021***

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A. No. 2021  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos. 20-01-02, 20-02-01& 21-01-02*

**The United Illuminating Company**

**Street & Security Lighting Rate Light-Emitting Diode (LED)**

*Applies throughout the Company's Service Area.*

**Availability:**

Service under this rate is available to any Customer.

**Installation:**

The Company will furnish and maintain its standard equipment necessary for supplying this service.

Where one or more wood poles must be installed in order to receive service, the Customer will make a one-time payment of \$682.57 per pole and is responsible thereafter for the cost of any subsequent replacement poles. Alternatively, the Customer may pay a monthly charge of \$15.66 per pole. The annual charge for standard ornamental poles (\*) will be \$644.27, alternatively, the Customer may pay a monthly charge of \$53.68 per pole.

Where an overhead service pole is installed at a location more than one span distant from the Company's overhead distribution facilities, or an underground service ornamental pole is installed at a location more than 150 feet distant from the Company's underground distribution facilities, or an underground service low post fixture is installed at a location more than 50 feet distant from the Company's underground distribution facilities, the Customer will be required to reimburse the Company for the installation cost attributable to such excess distance.

Where underground service to low post fixtures is not installed concurrently with the installation of underground distribution facilities, the Customer is responsible for reimbursing the Company for all trenching, back-filling and resurfacing costs.

The Customer is responsible for reimbursing the Company for any other excess installation costs created by unusual conditions.

The standard color temperature lamp for metal halide replacement lighting is 4000 Kelvin. The Customer may chose a 3000 Kelvin color temperate lamp for those lumen and fixture combinations that the option is available, as indicated in the section Annual Rate per Light, which follows in this tariff below. The standard color lamp for high pressure sodium replacement lighting is 3000 Kelvin.

**Billing:**

Kilowatt-hour consumption shall be calculated using the actual connected load of the particular lamp and fixture for which the customer is being billed, plus an additional allowance representing the line losses for service remote from the Company’s secondary distribution system. Kilowatt-hour consumption shall be calculated for 4150 hours of operation per year for photo-controlled systems that are designed for night operation from approximately one-half hour after sunset until one-half hour before sunrise.

The following components are to be added to the proposed standard offer rate for Light Emitting Diode (LED) Rate LED:

**Generation Charges**

**January - June**

Standard Service Generation	9.3179¢/kWh
Bypassable FMCC	0.0000¢/kWh

**Delivery Charges**

Systems Benefits Charge**	0.7071¢/kWh
Conservation Charge**	0.4790¢/kWh
Renewable Energy Charge**	0.1000¢/kWh

**Non-Bypassable FMCC\***

Summer	0.0000¢/kWh
Winter	0.0000¢/kWh

\* Federally Mandated Congestion Costs

\*\*On bills these items are combined and labeled “Combined Public Benefits Charge”.

**Transmission Charge**

**Seasonal**

Winter:	Jan. – May	2.3199¢/kWh
	Oct. – Dec.	2.3199¢/kWh
Summer	June – September	2.8999¢/kWh

**Payment:**

These unbundled components as well as any adjustments or charges based on kWh will be based on monthly burn hours.

**Annual Rates per Light:**

Overhead Service from Overhead Circuits to Standard Lights on Standard Wooden Poles.

**Cobra Head Fixtures**

<b>LED Lumen Rating 3000K / 4000K</b>	<b>Fixture Wattage Range Low – High</b>	<b>Annual Rate</b>
2,300 L / 2,395 L	12 – 30	\$ 79.84
2,945 L / 3,026 L	20 – 39	\$ 82.52
4,739 L / 4,870 L	30 – 53	\$109.82
6,962 L / 7,154 L	50 – 76	\$127.94
9,879 L / 10,151 L	70 – 107	\$182.33
15,104 L / 15,520 L	111 - 166	\$265.20

**Floodlight Fixtures**

<b>LED Lumen Rating 3000K / 4000K</b>	<b>Fixture Wattage Range Low – High</b>	<b>Annual Rate</b>
10,122 L / 10,530 L	64 – 85	\$182.33
16,268 L / 16,932 L	96 – 128	\$265.20
32,001 L / 33,289 L	207 – 261	\$302.94

**Shoe Box Fixtures**

<b>LED Lumen Rating 3000K / 4000K</b>	<b>Fixture Wattage Range Low – High</b>	<b>Annual Rate</b>
6,982 L / 7,111 L	42 – 57	\$139.30
16,832 L / 17,144 L	91 – 131	\$265.20

**Mongoose Fixtures**

<b>LED Lumen Rating 3000K / 4000K</b>	<b>Fixture Wattage Range Low – High</b>	<b>Annual Rate</b>
9,632 L / 9,909 L	54 – 85	\$217.29
15,763 L / 16,215 L	93 – 129	\$265.20

Underground Service from Underground Circuits to Standard Lights on Standard Wooden Poles will be charged an additional \$138.70 per year for facilities installed on or after August 29, 1983.

Underground Service from Underground Circuits to Lights on Low Posts

**Acorn Fixture**

<b>LED Lumen Rating 3000K / 4000K</b>	<b>Fixture Wattage Range Low – High</b>	<b>Annual Rate</b>
5,863 L / 6,070 L	35 - 51	\$228.53

**Decorative Colonial or Modern Fixture**

<b>LED Lumen Rating 3000K / 4000K</b>	<b>Fixture Wattage Range Low – High</b>	<b>Annual Rate</b>
4,510 L / 5,094 L	35 - 51	\$154.06

**Payment:**

One twelfth of the above annual rates will be billed monthly.

**Hours of Operation:**

Lights supplied under this rate will be operated each night approximately from one-half hour after sunset until one-half hour before sunrise, approximately 4150 hours each year. The Customer shall be responsible for notifying the Company of outage, and lamp replacements will normally be made on the first working day after notification.

**Purchased Power Adjustment Clause:**

The above *Annual Rates per Light* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause. The

amount of the Purchased Power Adjustment for each Light will be determined each month by multiplying the Company's Purchased Power Adjustment by the Estimated Kilowatt Hours specified below opposite the Lumen Rating of such Light.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Decoupling Rider:**

This rate is subject to a decoupling adjustment which will be assessed in accordance with the Company's DR Rider C.P.U.C.A. No. 634.

**Estimated Kilowatt-hours:**

The amount of the Purchased Power Adjustment for each Light will be determined each month by multiplying the Company's Purchased Power Adjustment by the Estimated Monthly Kilowatt Hours (wattage divided by 1,000 times monthly burn hours).

The following are the burn hours of each month:

January	433
February*	365
March	364
April	310
May	280
June	251
July	269
August	301
September	334
October	388
November	413
<u>December</u>	<u>442</u>
Total	4150
*Leap Year	377

**Minimum Term of Service:**

If Company owned lighting facilities are removed at the request of the Customer, the Customer shall reimburse the Company for the original cost, less accumulated provisions for depreciation and net salvage, of the facilities removed, plus all labor and other expenses incurred.

There is no minimum term of service for generation service.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

*Effective: March 1, 2021*

*Effective March 1, 2021  
Decision dated February 18, 2021  
Docket No. 21-02-01*

*Supersedes C.P.U.C.A. No. 2022  
Effective January 1, 2021  
Decision dated November 3, 2020 & December 9, 2020  
Docket Nos.20-01-02, 20-02-01 & 21-01-02*

**The United Illuminating Company**  
**Load Control Rider LC**

*Applies throughout the Company's Service Area.*

**Availability:**

Availability to any demand-metered Customer who by contract agrees to interrupt a minimum of 30 kilowatts subject to availability and installation of the required metering equipment.

**Terms and Conditions:**

The Customer may designate any amount of load equal to or greater than 30 kilowatts as Contracted Load Reduction. The primary requirements are:

Minimum Notice for Interruption:	1 hour
Maximum Daily Duration:	10 hours per interruption

**Rate per Month:**

In any month when the Customer's load is reduced at the Company's request, a credit calculated as follows will be applied to the Customer's bill:

<b>Number of Days Load Reduction Requested</b>	<b>Credit per kilowat of Reduced Load</b>
1	\$ 2.00
2	2.50
3	3.00
4 or more	4.00

**Monthly Credit Calculation:**

For each billing month in which an interruption is requested, the Customer will be credited the Performance Payment. The Performance Payment will be calculated by multiplying a) the Actual Load Reduction, by b) the number of interruptions in the billing month, by c) the Performance Credit.

The Actual Load Reduction will be calculated for each billing month by subtracting a) the average demand during periods of interruption, from b) the average demand during the same hours of the billing month's other weekdays when interruptions were not requested, excluding the Customer's holidays and scheduled shutdowns.

The Company's Terms and Conditions in effect from time to time are a part of this Rider where not inconsistent with any specific provisions hereof.

**Minimum Term of Service:**

One year.

*Effective: January 1, 2000*

*Effective January 1, 2000  
Decision dated December 9, 1999  
Docket No. 99-03-35*

*Supersedes C.P.U.C.A. No. 246  
Effective January 1, 1993  
Decision dated December 16, 1992  
Docket No. 92-06-05*

**The United Illuminating Company**

**Water Heater Rental Rate WHR**

*Applies throughout the Company's Service Area*

**Availability:**

Service under this rate is available to any customer who chooses to rent a water heater.

Upon request of the customer, Company owned water heater load control devices will be programmed to coincide with the current off-peak hours under Rate RT.

**Rental Charge Per Month:**

**Primary Option**

<u>Size of Heater</u>	<u>Charge Per Month</u>
50 – 80 Gallons	\$12.50
100 – 120 Gallons	\$14.00

**Alternate Option**

<u>Size of Heater</u>	<u>Charge Per Month</u>
50 – 80 Gallons	\$7.70
100 – 120 Gallons	\$9.00

**Installation Charge:**

1. Primary Option: Customers may elect to pay no installation fee and opt for a higher monthly rental charge.
2. Alternate Option: Customers may elect to pay a \$350 installation fee and opt for the lower monthly rental charge. The installation charge can be paid in one lump sum; or in three payments if the customer meets credit history requirements.
3. Normal Installation: A normal installation would be within 15 feet of the water connection and 40 feet of the electrical connection and have unrestricted access. If these criteria are not met, additional installation costs will be charged.
4. Load Control: All installations include load control for off-peak operation.

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate.

*Effective: January 1, 2007*

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

*Supersedes C.P.U.C.A. No. 416  
Effective March 4, 2006  
Decision dated January 27, 2006  
Docket No. 05-06-04*

**The United Illuminating Company  
Premium Surge Protection Service Tariff**

*Applies throughout the Company's Service Area*

**Availability:**

This optional service is available to residential (and/or small business) customers operating a generator up to 8.5 kW.

**Description of Service:**

The service combines surge protection and the flexibility and lower cost of a 30 amp meter mounted, automatic transfer switch to enable customers to connect a portable generator up to 8.5 kW for powering a home safely and conveniently during power emergencies. The transfer switch has a built-in surge protection feature that protects a home and its appliance(s) from voltage surges up to 100,000 amps on the electric system. In addition, UI currently offers customers a surge program that includes the Surge Arrestor and plug-in strips for \$5.95 a month. UI customers that received the optional service under UI's former Surge Protection Service Tariff will be automatically transferred to this Premium Surge Protection Service Tariff (at the Surge Protection Service level).

**Rental Charge per Month:**

Ultimate Surge Protection Service with 30 Amp Meter Mounted Automatic Transfer Switch (inclusive of power strips)

Monthly charge:      \$9.00 per month

Premium Surge Protection Service with 30 Amp Meter Mounted Automatic Transfer Switch without power strips

Monthly charge:      \$8.00 per month

Surge Protection Service (inclusive of power strips)

Monthly charge:      \$3.75 per month

**Terms and Conditions:**

The Company's Terms and Conditions in effect from time to time which are not inconsistent with any specific provisions hereof are a part of this rate.

*Effective: July 1, 2013*

Effective: July 1, 2013  
Decision dated May 1, 2013  
Docket No. 05-06-04RE07

Supersedes C.P.U.C.A. No. 417  
Effective March 4, 2006  
Decision dated January 27, 2006  
Docket 05-06-04

**The United Illuminating Company**

**TARIFF FOR USE OF ELECTRIC UTILITY COMPANY PUBLIC RIGHT-OF-WAY  
STRUCTURES FOR COMMUNITY ANTENNA TELEVISION SERVICES**

**CATV Pole Attachment**

**A. GENERAL**

This tariff applies to the offering of Electric Utility Company public right-of-way structures by The United Illuminating Company within its operating territory in the State of Connecticut for use in providing community antenna television (CATV) service pursuant to the General Statutes of Connecticut.

**B. DEFINITIONS**

1. The term “community antenna television” means any system operated along any street or highway for the purpose of providing antenna television service for hire pursuant to certificate of public convenience issued by the Public Utilities Commission.
2. The term “antenna television service” means the pick-up by remote antenna and transmission by cables, wire and associated equipment of signals from standard broadcast stations, and any other lawful transmissions, to the television receiving sets of subscribers to CATV service.
3. The term “Community Antenna Television Operator” means the individual, partnership, or corporation providing CATV service pursuant to a certificate of public convenience and necessity granted by the Public Utilities Commission.
4. The term “facilities” means the cables, wires and appliances leased or owned by the CATV operator and used by such operator to provide CATV service.
5. The term “pole attachment” means the location; to be designated in each instance by the Electric Utility Company, where facilities to provide CATV service may be placed on poles owned by the Electric Utility Company or in which the Electric Utility Company has an ownership interest or to which the Electric Utility Company has been authorized by the owner of the pole to offer an attachment of facilities.
6. The term “duct occupancy” means the accommodation in underground right-of-way structures of the Electric Utility Company, to be designated in each instance by the Electric Utility Company and provided to the extent that is practical to do so, within and through which the Community Antenna Television Operator may place its CATV cables.

7. The term “joint user” means any public service company, municipality or other company, other than a CATV operator, who has acquired an ownership interest in poles or ducts on or through which the Electric Utility Company has placed its cable and wiring.
8. The term “make ready costs” means the costs incurred by the Electric Utility Company or joint users for the accommodation of the CATV operator’s facilities. Such costs include, but are not limited to, replacing particular poles with taller or stronger poles where required, the cost of rearranging the Electric Utility Company’s or joint users’ existing plant on the pole or within the conduit structure; also the costs of engineering, necessary tree trimming, inspection, and the cost of bonding and grounding the Community Antenna Television Operators’ facilities to plant of the Electric Utility Company or of joint users.
9. The term “license(s)” means the document or documents signed by the CATV operator and the Electric Utility Company, and specifying the pole(s) or duct(s) made ready for accommodation of the CATV operator’s facilities as requested by him.

C. REGULATIONS

1. Undertaking of the Electric Utility Company

The Electric Utility Company will enter into standard contracts, to be filed with the Public Utilities Commission, to provide available pole or duct accommodations for facilities used solely to provide antenna service by a television service by a CATV operator authorized to provide such service by the Public Utilities Commission pursuant to the General Statutes of Connecticut.

Since the poles and ducts of the Electric Utility Company are and will continue to be used primarily for the purpose of the Electric Utility Company and its joint users, the provision of pole or duct accommodations for CATV facilities is expressly limited to circumstances where, in the opinion of the Electric Utility Company, such accommodations can be made or kept available. Where the Electric Utility Company requires the full use of an existing underground right-of-way structure and no additional construction is planned for Electric Utility Company service, accommodations will not be made available for CATV facilities.

2. Obligations of Community Antenna Television Operator

- a. The CATV operator shall own, construct, maintain, replace and reconstruct its facilities; all such construction and reconstruction must be in accordance with standards approved by the Public Utilities Commission and with the National Electrical Safety Code.

- b. The CATV operator shall conduct entirely and exclusively all negotiations and arrangements with his customers who will receive community antenna television service.
  - c. The CATV operator shall pay all rentals as provided in this tariff and in addition to such rentals shall pay all make-ready costs as defined in this tariff and in contracts between such operator and the Electric Utility Company. The decision as to the necessity for make-ready work and as to the estimate of cost shall be the Electric Utility Company's.
3.     Liability of the Electric Utility Company

The Electric Utility Company shall not be liable to the CATV operator or to such operator's subscribers or customers (and the CATV operator shall indemnify, protect and save harmless the Electric Utility Company against any claim by such operator's subscribers or customers) for any interruption to the service of the CATV operator, or for interference with the operation of the facilities of such operator arising in any manner whatsoever.

4.     Liability and Insurance of Community Antenna Television Operator

The CATV operator shall indemnify, protect and save harmless the Electric Utility Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents, and employees of either the Electric Utility Company or the CATV operator, including payment made under any Workman's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of the community antenna television facilities or by the proximity of such facilities to the respective cables, wires, apparatus and appliances of the Electric Utility Company or any joint user of the right-of-way structure.

The CATV operator shall carry insurance at its own expense to protect the Electric Utility Company in respect to the operator's responsibility for indemnification under 3 and 4 above. All such insurance shall contain provisions that the insurance is issued to insure the Electric Utility Company and joint users under the provisions of this tariff and that the policy may not be cancelled or changed except after thirty days notice to the Electric Utility Company.

5.     Security

The CATV operator shall furnish security for performance of its obligations to pay rental charges in accordance with this tariff and to pay make-ready costs. This security may be either 1) a deposit of money or bond issued by a surety company satisfactory to the Electric Utility Company and in a form satisfactory to the Electric

Utility, or 2) other evidence of security satisfactory to the Electric Utility Company. The amounts and details of the security shall be covered by the contract between the parties.

6. The Contracts

The terms under which pole or duct accommodations are provided are more fully covered in contracts to be signed by the CATV operator and the Electric Utility Company. The contract forms, which are to be standard forms filed with the Public Utilities Commission.

7. Default

If the CATV operator should default in any respect in performing any action required under this tariff or the pole attachment or conduit occupancy contracts, the Electric Utility Company may terminate the contracts or cancel any particular licenses affected upon the expiration of thirty days after written notice of the default has been given to the CATV operator, provided that the default has not been cleared within that time. If the CATV operator fails to remove any facilities upon cancellation of any license or upon termination of the contracts, the Electric Utility Company or its joint users may make such removals and the CATV operator shall pay all the costs of such work performed, and the Electric Utility Company may hold any removed equipment as security for any sums due under the contracts or may sell such equipment at a public or private sale. In the event the Electric Utility Company sells any such equipment, it shall apply the proceeds to the payment of sums due under the contracts and shall turn over the balance, if any, to the CATV operator.

D. RENTAL CHARGES

1. Pole Attachments

- a. The amount of the semi-annual rental for each full semi-annual period (see c. (2) below) is determined by the number of poles included in licenses as of December 15 or June 15, as the case may be, next preceding the semi-annual bill. The bill for each semi-annual period shall be payable in advance on or before January 31 or July 31, as the case may be.
- b. Rentals accrue for that portion of the initial semi-annual period starting on the first of the month (see c. (1) and (2) below) following the date attachments begin in connection with a license, with respect to every pole included in that license.
- c. Rental charges apply as follows for attachments of facilities to poles which are owned by the Electric Utility Company or in which the Electric Utility Company has an ownership interest.

**C.P.U.C.A. No. 940**

- (1) Per pole, from the first of the month following the date attachments begin in connection with a license to the beginning of the first full semi-annual period (see (2) following) which amounts will be included in the first semi-annual bill per month \$ 1.193
- (2) Per pole, semi-annually for the periods January 1 - June 30 and July 1 - December 31 of each year during which the contract remains in effect \$ 7.160
- d. The CATV operator may give up his license as to any pole or poles by removing his facilities therefrom and thereafter giving the Electric Utility Company notice of such removal. Rentals in respect of the license on such pole or poles shall terminate as of the end of the month in which such notice is given, and the CATV operator shall be entitled to a prorated refund or credit of rentals already paid.
- e. Rental charges for attachments of facilities to poles licensed under the contract which are not owned by the Electric Utility Company and in which the Electric Utility Company has no ownership interest shall be the charges provided for in the tariff of the party owning said pole or poles.
- f. The Electric Utility Company shall be due penalty compensation of \$71.60 per pole attachment for each CATV attachment found to have been placed without license from the Electric Utility Company. Coincident with the initial effective date of this penalty clause, there shall be a 60-day grace period during which the Electric Utility Company shall not enforce the penalty clause. CATV attachments reported by CATV operators during this time shall be billed as new attachments.

*Effective: January 1, 2017*

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

*Supersedes C.P.U.C.A. No. 524  
Effective: February 4, 2009  
Decision dated February 4, 2009  
Docket No. 08-07-04*

**TARIFF FOR USE OF ELECTRIC UTILITY COMPANY PUBLIC RIGHT-OF-WAY  
STRUCTURES FOR TELECOMMUNICATION SERVICES**

**Telecom Pole Attachment**

A. GENERAL

This tariff applies to the offering of Electric Utility Company public right-of-way structures by The United Illuminating Company within its operating territory in the State of Connecticut for use in providing telecommunication services pursuant to the General Statutes of Connecticut.

B. DEFINITIONS

1. The term “telecommunication” means any system operated along any street or highway for the purpose of providing wired communication of audio, video, or digital information services for hire pursuant to certificate of public convenience issued by the Public Utilities Commission.
2. The term “wired communication service” means any lawful transmission of signals, writings, images, sounds or information of any nature by wire or fiber optic cable.
3. The term “Competitive Local Exchange Carrier (CLEC)” means the individual, partnership, or corporation providing telecommunication service pursuant to a certificate of public convenience and necessity granted by the Public Utilities Commission.
4. The term “facilities” means the cables, wires and appliances leased or owned by the CLEC and used by such CLEC to provide telecommunication service.
5. The term “pole attachment” means the location; to be designated in each instance by the Electric Utility Company, where facilities to provide telecommunication service may be placed on poles owned by the Electric Utility Company or in which the Electric Utility Company has an ownership interest or to which the Electric Utility Company has been authorized by the owner of the pole to offer an attachment of facilities.

6. The term “duct occupancy” means the accommodation in underground right-of-way structures of the Electric Utility Company, to be designated in each instance by the Electric Utility Company and provided to the extent that is practical to do so, within and through which the CLEC may place its fiber optic telecommunication cables.
7. The term “joint user” means any public service company, municipality or other company, other than a CLEC, who has acquired an ownership interest in poles or ducts on or through which the Electric Utility Company has placed its cable and wiring.
8. The term “make ready costs” means the costs incurred by the Electric Utility Company or joint users for the accommodation of the CLEC’s facilities. Such costs include, but are not limited to, replacing particular poles with taller or stronger poles where required, the cost of rearranging the Electric Utility Company’s or joint users’ existing plant on the pole or within the conduit structure; also the costs of engineering, necessary tree trimming, inspection, and the cost of bonding and grounding the CLEC’s facilities to plant of the Electric Utility Company or of joint users.
9. The term “license(s)” means the document or documents signed by the CLEC and the Electric Utility Company, and specifying the pole(s) or duct(s) made ready for accommodation of the CLEC’s facilities as requested by them.

## C. REGULATIONS

### 1. Undertaking of the Electric Utility Company

The Electric Utility Company will enter into standard contracts, to be filed with the Public Utilities Commission, to provide available pole or duct accommodations for facilities used solely to provide telecommunication service by CLEC authorized to provide such service by the Public Utilities Commission pursuant to the General Statutes of Connecticut.

Since the poles and ducts of the Electric Utility Company are and will continue to be used primarily for the purpose of the Electric Utility Company and its joint users, the provision of pole or duct accommodations for CLEC facilities is expressly limited to circumstances where, in the opinion of the Electric Utility Company, such accommodations can be made or kept available. Where the Electric Utility Company requires the full use of an existing underground right-of-way structure and no additional construction is planned for Electric Utility Company service, accommodations will not be made available for CLEC facilities.

2. Obligations of the CLEC

- a. The CLEC shall own, construct, maintain, replace and reconstruct its facilities; all such construction and reconstruction be in accordance with standards approved by the Public Utilities Commission and with the National Electrical Safety Code.
- b. The CLEC shall conduct entirely and exclusively all negotiations and arrangements with his customers who will receive telecommunication service.
- c. The CLEC shall pay all rentals as provided in this tariff and in addition to such rentals shall pay all make-ready costs as defined in this tariff and in contracts between such CLEC and the Electric Utility Company. The decision as to the necessity for make-ready work and as to the estimate of cost shall be the Electric Utility Company's.

3. Liability of the Electric Utility Company

The Electric Utility Company shall not be liable to the CLEC or to such the CLEC's subscribers or customers (and the CLEC shall indemnify, protect and save harmless the Electric Utility Company against any claim by such CLEC's subscribers or customers) for any interruption to the service of the CLEC, or for interference with the operation of the facilities of such CLEC arising in any manner whatsoever.

4. Liability and Insurance of CLEC

The CLEC shall indemnify, protect and save harmless the Electric Utility Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents, and employees of either the Electric Utility Company or the CLEC, including payment made under any Workman's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of the telecommunication facilities or by the proximity of such facilities to the respective cables, wires, apparatus and appliances of the Electric Utility Company or any joint user of the right-of-way structure.

The CLEC shall carry insurance at its own expense to protect the Electric Utility Company in respect to the CLEC's responsibility for indemnification under 3 and 4 above. All such insurance shall contain provisions that the insurance is issued to insure the Electric Utility Company and joint users under the provisions of this tariff and that the policy may not be cancelled or changed except after thirty days notice to the Electric Utility Company.

5. Security

The CLEC shall furnish security for performance of its obligations to pay rental charges in accordance with this tariff and to pay make-ready costs. This security may be either 1) a deposit of money or bond issued by a surety company satisfactory to the Electric Utility Company and in a form satisfactory to the Electric Utility, or 2) other evidence of security satisfactory to the Electric Utility Company. The amounts and details of the security shall be covered by the contract between the parties.

6. The Contracts

The terms under which pole or duct accommodations are provided are more fully covered in contracts to be signed by the CLEC and the Electric Utility Company. The contract forms, which are to be standard forms filed with the Public Utilities Commission.

7. Default

If the CLEC should default in any respect in performing any action required under this tariff or the pole attachment or conduit occupancy contracts, the Electric Utility Company may terminate the contracts or cancel any particular licenses affected upon the expiration of thirty days after written notice of the default has been given to the CLEC, provided that the default has not been cleared within that time. If the CLEC fails to remove any facilities upon cancellation of any license or upon termination of the contracts, the Electric Utility Company or its joint users may make such removals and the CLEC shall pay all the costs of such work performed, and the Electric Utility Company may hold any removed equipment as security for any sums due under the contracts or may sell such equipment at a public or private sale. In the event the Electric Utility Company sells any such equipment, it shall apply the proceeds to the payment of sums due under the contracts and shall turn over the balance, if any, to the CLEC.

D. RENTAL CHARGES

1. Pole Attachments

- a. The amount of the semi-annual rental for each full semi-annual period (see c. (2) below) is determined by the number of poles included in licenses as of December 15 or June 15, as the case may be, next preceding the semi-annual bill. The bill for each semi-annual period shall be payable in advance on or before January 31 or July 31, as the case may be.
- b. Rentals accrue for that portion of the initial semi-annual period starting on the first of the month (see c. (1) and (2) below) following the date attachments begin in connection with a license, with respect to every pole included in that license.
- c. Rental charges apply as follows for attachments of facilities to poles which are owned by the Electric Utility Company or in which the Electric Utility Company has an ownership interest.
  - (1) Per pole, from the first of the month following the date attachments begin in connection with a license to the beginning of the first full semi-annual period (see (2) following) which amounts will be included in the first semi-annual bill per month \$1.247
  - (2) Per pole, semi-annually for the periods January 1 - June 30 and July 1 - December 31 of each year during which the contract remains in effect \$7.480
- d. The CLEC may give up his license as to any pole or poles by removing his facilities therefrom and thereafter giving the Electric Utility Company notice of such removal. Rentals in respect of the license on such pole or poles shall terminate as of the end of the month in which such notice is given, and the CLEC shall be entitled to a prorated refund or credit of rentals already paid.
- e. Rental charges for attachments of facilities to poles licensed under the contract which are not owned by the Electric Utility Company and in which the Electric Utility Company has no ownership interest shall be the charges provided for in the tariff of the party owning said pole or poles.

- f. The Electric Utility Company shall be due penalty compensation of \$74.80 per pole attachment for each CLEC attachment found to have been placed without license from the Electric Utility Company. Coincident with the initial effective date of this penalty clause, there shall be a 60-day grace period during which the Electric Utility Company shall not enforce the penalty clause. CLEC attachments reported by CLEC during this time shall be billed as new attachments.

Effective: January 1, 2017

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

Supersedes C.P.U.C.A. No. 703  
Effective September 5, 2013  
Decision dated September 5, 2013  
Docket No. 13-01-19

***The United Illuminating Company***

***Demonstration Project Distributed Energy Resource Rate Rider***

**Availability:**

The Demonstration Project Distributed Energy Resource Rate Rider (“Rider”) is available to Customers in the eligible service areas with a Distributed Generating Facility Class I renewable energy resource or hydropower facility, any Distributed Generating Facility Class III renewable energy resource, or energy storage resource who qualifies for and chooses to participate in the Company’s Localized Targeting of Distributed Energy Resources Pilot Program (“Program”) in accordance with the principles set forth in the Decision dated January 24, 2018 in Docket No. 17-06-03, Application for Review of The United Illuminating Company’s Distributed Energy Resource Integration Plan.

**Description of Program:**

The Program is intended to evaluate the effectiveness of a localized Distributed Energy Resources (DERs) targeting approach to defer a distribution capacity upgrade. The Program is planned to launch in September 2018 and will allow for customers to enroll for a period of eighteen months from the launch date.

**Compensation Rate:**

The Customer shall be compensated at the rate of five (5) cents per kilowatt-hour of energy generated during certain peak times during the summer. The peak times are defined as 2:00 PM through 5:59 PM Eastern Time, Monday through Friday, during the period June 1 – September 30, inclusive of holidays. Customers on a commercial and industrial rate are subject to an annual cap of \$5,000 on the Rider payment.

This compensation will appear as a credit on the Customer’s bill.

This compensation will be in addition to, and independent from, any other credits or bill adjustments the Customer may be entitled to or subject to for participating in any other Company program or tariff rider.

This compensation will be applied for a period of five years commencing on the date the Company issues the Approval to Energize letter.

**Participation Requirements:**

Participating customers must install DERs that include battery storage-ready advanced inverters that utilize grid support settings specified by the Company. Qualifying inverters are those compliant with the latest approved IEEE 1547 Std. and certified to UL 1741 SA standards as having grid support functionality.

The Customer must abide by all provisions of the Program. The Customer will still qualify to participate in any other distributed generation rider normally available to that Customer, such as Rider NEC1 or Rider NE, as applicable.

**Interconnection Requirements:**

The installation of a generation system that will interconnect with the Company's electric distribution system requires the approval of the Company. The owner of the generation system is required to file an interconnection application with the Company and to comply with the applicable Guidelines for Generator Interconnection in effect at the time.

*Effective: September 1, 2018*

*Effective: September 1, 2018*  
*Decision dated: August 30, 2018*  
*Docket No. 17-06-03*