



Third Taxing District

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE EFFECTIVE: September 28, 2021

I. APPLICABILITY

The following Terms & Conditions of the Third Taxing District Electric Department (“TTD”) shall be a part of every Rate Schedule or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Department of Utility Control, Public Utility Regulatory Authority (PURA). The provisions of these Terms and Conditions and the Schedule of Rates shall apply to all persons applying for or receiving service from TTD (“Customer”) when effective and compliance thereof by the Customer is a condition precedent to the initial or continuing supply of electricity by TTD.

These Terms and Conditions, and any amendments thereto, are binding on every Customer regardless of whether they have actual notice of them. No agent or employee of TTD is authorized to modify, change or waive any of these Terms and Conditions by oral agreement, representation or otherwise, except with the express consent of TTD management. Such changes, when effective, shall supersede the applicable provisions and shall be binding on all Customers.

II. GENERAL REQUIREMENTS

A. INITIATING SERVICE

1. SERVICE APPLICATION AND INFORMATION. Any person or business seeking to initiate service must complete an application for service and provide the necessary documents pertaining to their type of service (residential or commercial).

Residential tenants must provide a photo ID, satisfactory to TTD, proof of legal residence and right to initiate service (rental agreement, lease or letter from the landlord). A security deposit is mandatory for all new accounts for tenants.

Homeowners must provide a photo ID and a copy of their deed.

Commercial customers must provide a copy of their lease or deed and a security deposit.

TTD may request any other information as it deems necessary to secure payment for all charges and to provide efficient and reliable service.

2. SECURITY DEPOSITS. TTD requires a security deposit for all new accounts. The security deposit may be in the form of cash, check or credit card equal to the highest three (3) months usage of electricity or such other amount, as permitted by applicable law or regulation. TTD will normally not require a security deposit for property owners.
3. REJECTION FOR UNPAID BALANCE. TTD reserves the right to reject any applications made by or on behalf of any Customer whose bills for service remain unpaid at the time of the application.
4. CONTINGENT UPON RIGHTS. The supply of service is contingent upon TTD's ability to secure and retain the necessary location(s), rights-of-way or other property rights for its poles, wires, conduit, cable, and other equipment or apparatus. The Customer shall provide or secure any necessary permits, licenses, certificates, easements or rights-of-way on private property as may be required to enable TTD to install and furnish the service for which applications are made. TTD, without liability, may suspend or terminate service if the Customer fails to maintain any such permits, licenses, certificates, easements or right-of-way grants required for such service.
5. REFUSAL TO SERVE. TTD reserves the right to refuse to supply service to new Customers or to supply additional load to any existing Customer if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service, or the difficulty of access thereto is such that it causes an undue hardship on TTD, financial or otherwise. TTD may also refuse to supply service to loads of unusual characteristics which might affect the cost, quality or reliability of service supplied to TTD's other Customers. As a condition to providing or continuing service, TTD may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by TTD, at the Customer's sole expense.

B. INSTALLATION, ACCESS AND PROTECTION OF TTD'S EQUIPMENT AND METERS

1. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, TTD will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. All meters installed by TTD shall remain the property of TTD, regardless of whether such meter is repaired or replaced by TTD

at the Customer's expense as provided herein. TTD shall maintain and test the meters in accordance with applicable laws or regulations.

2. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever TTD determines that an unauthorized use of electricity is being made at the service location, TTD may make any changes to its meters, appliances or other equipment on the Customer's premises or take any other corrective action as may be appropriate under the circumstances to ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.
3. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to TTD, the necessary space, housing, fencing, barriers, and foundations for the protection of equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or TTD. If the Customer refuses or fails to do so, TTD, at its option, may charge the Customer the costs for furnishing and maintaining the necessary facilities or devices for the protection of its equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to TTD's specifications and approval.
4. ACCESS TO TTD'S EQUIPMENT AND METERS. At all times, the meter and any other TTD equipment installed on the Customer's premises for the purposes of Supplying service, shall be readily accessible to TTD at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to TTD's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. TTD may refuse to supply, may estimate billing based on historical usage patterns, or may suspend service if access cannot be readily obtained, as determined by TTD in its sole discretion, subject to PURA requirements.
5. GRANT OF RIGHTS. The Customer hereby gives TTD permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing TTD's meters and equipment. If access is refused or is otherwise not provided, TTD may take such corrective action as it deems necessary, including suspending service until access is obtained. The Customer shall be responsible for all costs incurred by TTD to obtain such access. The Customer shall pay all such charges in full before service will be restored or any new service will be supplied.
6. INTERFERENCE AND TAMPERING PROHIBITED. The electrician is responsible for obtaining all appropriate permits and service request numbers from TTD. No person, unless expressly authorized by TTD in writing, shall disconnect, remove, inspect, or otherwise tamper with any meter or other facilities owned or operated by TTD. TTD, at no additional cost to Customer, will temporarily relocate service and/or disconnect service if requested by the

Customer or the Customer's electrician, provided that such request transpires during normal business hours and at TTD's sole discretion is determined to be safe and reasonable. The Customer shall not break any seals or change any settings to TTD's meters or equipment. The Customer shall be responsible for the safekeeping of TTD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference. TTD may impose any additional reasonable conditions as it deems necessary for the protection of its equipment and facilities. The Customer shall be responsible for all costs associated with any damage or interference with TTD's meters and/or equipment, including the cost of repairs or replacements as determined by TTD in its sole discretion. TTD reserves the right to suspend or discontinue service until full restitution is made and to take other reasonable measures to ensure the safety and protection of its property. In addition, any person found tampering with such TTD equipment or meters may be subject to a fine or imprisonment, or both, as provided by C.G.S. sec. 53a-119 and any other applicable law.

C. RATES, CHARGES AND BILLING

1. RATE. TTD will determine the applicable rate based upon the Customer's usage or class of service. Every Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year. TTD shall not be liable for any claim that service provided to the Customer might have been less expensive or more advantageous to the Customer if supplied under a different rate.
2. CHANGES IN RATE. TTD's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with C.G.S. sec. 7-222. Service shall be billed at the new rate as of effective date listed on TTD's Residential and Commercial Rate Schedules.
3. BILLING. All meters shall be read every month as provided in the PURA billing and termination regulations, except where access to the meter cannot be obtained on the regular reading date. Bills for regular service charges shall be rendered monthly, except when TTD determines that a different billing period is required or desirable as permitted by applicable law or regulation. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. TTD may require payment in advance for such work.
4. DUE DATE. All bills shall be due and payable upon receipt. The bill shall be deemed to be received on the date of hand delivery or date of mailing, as applicable, unless otherwise specified in the applicable rate schedule. If a bill is not paid in full within forty-five (45) days of receipt of the original invoice, and the amount is not subject to a good faith dispute, the invoice shall be deemed to be past due and service shall be subject to termination in accordance with applicable laws and regulations. The Customer also may be subject to late payment fees.

5. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer-of-record and shall be liable for all charges for service until such time as the Customer requests termination of service and a final meter reading is obtained by TTD. Continuous service may be provided to rental properties during periods of vacancy upon the filing of an application for continuous service pursuant to which the Landlord agrees to pay for the charges until a new Customer-of-record is established.

6. LIABILITY FOR UNMETERED SERVICE AND UNBILLED CHARGES. When the Customer receives service that has not been metered or has not been charged due to a billing error or otherwise, TTD may generate a bill for the unbilled charges. The bill will be based on the actual use (if available) or estimated use based on historical usage patterns of the Customer (if available) or similar Customer actual usage (if actual meter readings are not available), at the applicable rate(s) for service during the period of unmetered or unbilled use.

7. **ADDITIONAL FEES AND CHARGES**

Disconnection Fee. The Customer may be charged a disconnection fee of \$35 to suspend service. Disconnection at the pole will be a \$100 fee.

Reconnection Fees. TTD will charge a reconnection fee of \$30 to restore service at the meter during normal business hours (between the hours of 8:00 am and 4:00 pm) after disconnection for non-payment or for non-compliance with these Terms and Conditions or applicable rate schedule. For reconnection at the pole during normal business hours, TTD will charge a fee of \$100. Outside of normal business hours, the fee for reconnection at the meter shall be \$75. The service reconnection at the pole shall be \$125.

Temporary Service. TTD will charge a \$125 non-refundable fee for temporary electric service. In addition, TTD will charge a security deposit of \$250 which is refundable once the service becomes permanent.

Late Payment Fee. To the extent permitted by law and unless otherwise specified in the applicable rate schedule, past due bills where such amount(s) is not subject to dispute, may bear interest on any unpaid balance, including any outstanding interest charges, at a rate equal to the lower of (i) 1.5% per month and (ii) the maximum rate allowed by law, from the date that the bill was considered past due.

Returned Check Fee. TTD may charge a minimum fee of \$25 for each returned check. TTD, at its option, may charge to the Customer the actual costs incurred by TTD for each returned check.

Service Extensions. The Customer will be charged TTD's actual costs to extend electric service. Service extensions may be subject to a separate agreement.

D. SERVICE REQUIREMENTS AND LIMITATIONS

1. TYPE OF SERVICE. The type and/or size of service requested by a Customer may not be available at the location where such service is desired. Non-standard service only may be made available upon the express written approval of the General Manager or General Line Foreman of TTD, as determined at TTD's sole discretion, and at the sole expense of the Customer.
2. COMPLIANCE WITH RATE AVAILABILITY. To the extent applicable, the use of service shall not be for any purposes other than those covered by the availability provision of the particular rate under which service is supplied.
3. SUITABILITY OF EQUIPMENT AND APPARATUS. The Customer's wiring, equipment and apparatus shall be suitable for compatible operation with the service supplied by TTD and shall, at all times, conform to the requirements of any legally constituted authorities and to those of TTD, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the service supplied for any purpose or with any apparatus which would cause any disturbances or which may impair or render unsafe the service supplied by TTD to its other Customers. TTD shall not be responsible for the maintenance or installation of the equipment and property on the Customer's side of the delivery point, nor shall TTD have any duty to investigate the same. Provided however, TTD reserves the right, but not the obligation, to disconnect its service, if to its knowledge and in its judgment, the Customer's installation has become or is dangerous, defective, or in violation of applicable safety codes or TTD's requirements or specifications. The Customer shall be liable for any damage resulting to TTD's apparatus or facilities or to its other Customers caused by the Customer's failure to comply with any provision of this Section.
4. COMPLIANCE WITH LAWS . The Customer shall comply with all applicable bylaws, codes, requirements, certificates, permits and approvals of federal, state or municipal bodies or authorities with respect to the installation and maintenance of its equipment and facilities and shall be required to furnish satisfactory evidence of such compliance upon request. TTD shall not be required to supply or continue service unless all applicable permits and approvals have been obtained or compliance with applicable codes has been established.
5. RESALES PROHIBITED. Service supplied by TTD shall be for the exclusive use of the Customer for the purpose and class of service specified, and such service shall not be resold. A Customer may furnish electric energy for the use of a tenant/tenants or occupants, provided that the Customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure any of the electric energy so redistributed or furnished. The Customer is responsible for payment of all electricity consumed. See C.G.S. sec. 7-220.

6. QUALITY OF SERVICE INVESTIGATION. Complaints regarding service interruption or quality of service will be investigated by TTD staff without charge to the Customer.

E. SUSPENSION OR TERMINATION OF SERVICE

1. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES. TTD reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to TTD's equipment or facilities, whether on or off the Customer's premises. TTD may also suspend service at any time, in its judgment, to protect the safety of its workers or the public or its property, or otherwise when TTD deems that an emergency exists. Provided however, nothing in this Section shall be deemed to require TTD to make any such repairs, replacements or changes, at times other than TTD's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.
2. NON-COMPLIANCE. TTD shall have the right to suspend or discontinue service when the Customer fails to comply with or fails to perform any of the requirements or obligations of these Terms and Conditions or any applicable rate schedule or service agreement with TTD, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with TTD's system or service to TTD's other Customers. In addition, TTD may report details concerning an unsafe condition to the local authorities including the fire department, police department, wire and/or building inspector.
3. REASONS OF SAFETY OR FRAUD. TTD may suspend or discontinue service without prior notice in the following situations:
 - i. Where the Customer's wiring or equipment is found to be in a dangerous or unsafe condition or for other reasons affecting the health or safety of the public or TTD's workers; and/or
 - ii. If necessary, to protect TTD from fraud or theft.
4. CAUSES BEYOND TTD'S CONTROL. TTD may discontinue or suspend service and remove any TTD equipment which, in the opinion of TTD, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond TTD's reasonable control.
5. AS PERMITTED BY PURA REGULATIONS. TTD may discontinue service in accordance with or as permitted by the PURA's billing and termination regulations, Section 16-3-100.

6. REMOVAL OF EQUIPMENT. TTD may remove its equipment upon termination or discontinuance of service. Such equipment shall not be restored except upon the filing and acceptance of a new application for service and payment of all outstanding charges and the costs of removal and restoration of service.

F. LIMITATIONS ON LIABILITY AND DAMAGES AND EXCLUSIONS

1. SERVICE QUALITY AND INTERRUPTIONS. While TTD endeavors to furnish adequate and reliable service, TTD does not guarantee continuous service or warrant that service will be free from interruptions or defects and disclaims any and all loss or liability resulting from its failure to provide service or its inability to maintain uninterrupted and continuous service to the extent allowed by law. TTD shall not be responsible for any variation or diminution in service, abnormal voltage, or reversal of its service, except to the extent that such condition is caused solely by TTD's gross negligence or willful misconduct. In no event shall TTD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. TTD shall have no duty to regulate voltage and/or frequency beyond that required by the American National Standard for Electric Power Systems and Equipment, ANSI C84.1, and if the Customer requires regulation of voltage and/or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at his own expense.

The Customer acknowledges that when a part or parts of the interconnected generation, transmission or distribution systems may be threatened by a condition which may affect the integrity of the supply of electric service, or when a condition of actual or threatened shortage of available energy supplies and resources shall exist, TTD may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer.

2. USE OF ELECTRICITY. TTD shall not be liable for injuries or damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of TTD's equipment on the Customer's premises. Neither by inspection nor non-rejection does TTD in any way give any warranty, express or implied, as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. TTD shall not be liable for injuries or damages resulting in any way from the supplying or use of electricity or from the presence or operation of TTD's service, conductors, appurtenances or other equipment on the Customer's premises.
3. OTHER EVENTS. Notwithstanding the foregoing limitations, TTD disclaims any and all liability for losses or damages due to any other causes beyond its immediate control, whether fire, explosion, flood, weather conditions, accidents, labor difficulties, conditions of fuel supply, the attitude of any public authority, reduction in voltage, rotational utilization of distribution feeders, scheduled black-outs, failure to receive electricity for which in any manner it has contracted, or

due to the operation in accordance with good utility practice of an emergency load reduction program by TTD or one with whom it has contracted for the supply of electricity.

III. ADDITIONAL PROVISIONS APPLICABLE TO ELECTRIC SERVICE

A. RESTRICTIONS.

1. EXCLUSIVE SERVICE PROVIDER. TTD shall be the exclusive electric service provider in its service territory. Any resident or Customer within TTD's electric service territory shall be prohibited from purchasing energy from any other provider. Any resident or Customer within TTD's electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with TTD's express written consent, which may be withheld by TTD in its sole discretion.

B. SERVICE REQUIREMENTS AND INSTALLATIONS.

1. LOAD CHARACTERISTICS. TTD will determine the character of service to be made available at each location. TTD may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that might adversely affect TTD's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of TTD personnel, or require the installation of regulating equipment, as determined by TTD at its sole discretion. The Customer shall notify TTD in writing, on a form approved by TTD, before any change or addition is made in the load characteristics of the Customer's equipment. The Customer shall be liable for any damage caused by any such changes or additions made without TTD's written approval, including any damage to TTD's meters, transformers, lines, or other equipment.
2. NEW SERVICE INSTALLATIONS.

Overhead Service. For new overhead electric service, TTD will furnish and install cable to the point of attachment at the customer's service entrance at no cost, provided the total distance does not exceed 100 feet. For longer distances, the Customer will be billed the actual costs of labor and materials required to make the connection. TTD will provide an estimate of the costs. The Customer shall pay the estimated costs in full before TTD commences the work. The costs will be adjusted upon completion.

Underground Service. For new underground electric service, the Customer, at its sole cost, shall be responsible for providing and installing all conduits, conductors, pullboxes and terminal box according to applicable electric codes and TTD specifications. All such installations shall be subject to TTD's inspection and approval. TTD will make the final connection at no additional charge.

3. ADDITIONAL ENGINEERING REQUIREMENTS AND SPECIFICATIONS. TTD reserves the right to impose any Customer-specific engineering requirements or specifications, as TTD, in its discretion, deems necessary for the protection of its distribution system and for the provision of safe and reliable service to the Customer and its other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply. TTD, or its outside engineer, will prepare any engineering plans required by TTD at the Customer's sole cost.
4. OWNERSHIP OF EQUIPMENT AND FACILITIES. All equipment and facilities up to the delivery point, whether installed by the Customer or TTD, shall be owned by TTD.
5. MULTIPLE DWELLING UNITS AND BUILDINGS. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered as separate Customers, whenever practicable. If a residence is converted to multiple units, or for some other reason it becomes impracticable in the judgment of TTD to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or commercial service rate. Customers who wish to use a single meter to measure total consumption shall bring wiring to a central point. The wiring and location of the central point shall be subject to TTD's approval. TTD shall not be required to install separate service for any garage, barn, or other out-building if such service may be supplied from the main premises. Landlord customers shall comply with the requirements of the State Sanitary Code.
6. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for TTD to relocate any of its poles, wires or cables by which the Customer is served, the Customer, at its own expense, shall change the location of its point of delivery to a point readily accessible from the new location, and shall make any change in the wiring system in connection therewith.

C. CUSTOMER RESPONSIBILITIES.

1. PROTECTION OF CUSTOMER EQUIPMENT. The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics or similar devices can be extremely sensitive to power system transients or loss of voltage. The Customer is solely responsible for the protection of its equipment and should consult the equipment manufacturer for suitable devices to protect against these conditions. TTD shall not be liable for any losses or damage to the Customer's equipment and appliances.
2. CHANGES IN CUSTOMER'S CONDITIONS OR INSTALLATION. The Customer shall provide advance written notice to TTD of any proposed change to the purpose or location of the Customer's equipment or service conditions. Such changes shall not be made until TTD approves such in writing. TTD may request

any such information as it deems necessary to evaluate the effect of the proposed change on its system. The Customer shall be liable for any damage to the meters or other apparatus and equipment of TTD caused by the changed conditions or installation made without TTD's express prior approval. TTD may terminate or refuse to provide service to any location if changes in the Customer's equipment, installation or interconnection fail to meet specifications or requirements prescribed by TTD.