



GROTON UTILITIES

At Your Service for 100 years

Customer Handbook

TABLE OF CONTENTS

<u>SECTION I - GENERAL</u>	1	<u>SECTION V - SERVICE SUPPLY AND USE</u>	9
1.1 Rules and Regulations	1	5.1 Quality of Service: Interruptions and Force Majeure	9
1.2 Application	1	5.2 Temporary Service	10
1.3 Statements by Agents	1	5.3 Suspension of Service for Repairs	10
1.4 Choice of Rate	1	5.4 Resale of Service	10
1.5 Revisions	1	5.5 Resupply of Service	10
<u>SECTION II - APPLICATION FOR SERVICE</u>	2	<u>SECTION VI - CUSTOMER'S INSTALLATION</u>	11
2.1 Service Applications	2	6.1 Suitability of Apparatus	11
2.2 New Account Fee	2	6.2 Compliance with Ordinances and Rules	12
2.3 Place of Application	2	6.3 Statement of Installer	12
2.4 Service Information	2	6.4 Responsibility of the Customer	12
2.5 Acceptance of Service	2	6.5 Liability of Groton Utilities	13
2.6 Special Contracts	3	6.6 Changes in Conditions or Installation	13
2.7 Unauthorized Use	3	<u>SECTION VII - DEPARTMENT'S INSTALLATION</u>	13
<u>SECTION III - CREDIT AND PAYMENT TERMS</u>	3	7.1 Rights of Way	13
3.1 Billing Period	3	7.2 Rights on Customer's Premises	13
3.2 Security Deposits	3	7.3 Changes in Location	13
3.3 Payment for Service	4	<u>SECTION VIII - ELECTRIC CO-GENERATION AND SMALL POWER PRODUCTION FACILITIES</u>	14
3.4 Delinquent Accounts	4	8.1 Determination of Qualifying Status	14
3.5 Late Payment Charge	5	8.2 Parallel Operation	14
3.6 Final Notice	5	8.3 Interconnection Costs	14
3.7 Disputed Bills	6	8.4 Customer Responsibility	14
3.8 Reconnection Charges	7	8.5 Special Power Purchase Contracts	15
3.9 Final Bill	7		
3.10 Changes in Rates	7		
<u>SECTION IV - SERVICE LIMITATIONS</u>	7		
4.1 Character of Service	7		
4.2 Single Delivery Point	7		
4.3 Compliance with Availability	8		
4.4 Residential Service	8		
4.5 Refusal to Serve	8		
4.6 Unmetered Service	8		

SECTION I - GENERAL

1.1 RULES AND REGULATIONS. These Rules and Regulations shall be deemed to be a part of every contract for service entered into by the City of Groton Department of Utilities dba Groton Utilities (GU) and shall govern all classes of service where applicable, unless specifically modified by a provision or provisions contained in a particular rate or special written contract with a Customer. A copy of these Rules and Regulations is open to inspection at the offices of GU and is available for all Customers.

1.2 APPLICATION. The provisions of these Rules and Regulations apply to all Customers receiving service from GU without regard to whether a service application has been made by the Customer or accepted by GU under Section II hereof. Receipt of service shall constitute the receiver as a Customer of GU as the term is used in these Rules and Regulations.

1.3 STATEMENTS BY AGENTS. No representative of GU has authority to modify any rule, provision, or rate contained in Rules and Regulations or to bind GU for any promise or representation contrary thereto.

1.4 CHOICE OF RATE. Every Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year, and GU will make reasonable efforts to provide its Customers with information upon request to aid such Customers in selecting the most advantageous rate available. The rate which is most advantageous may depend on and vary with the actual usage and equipment of a Customer and selection of a Customer's rate must be the responsibility of the Customer. Unless specifically stated to the contrary, all the rates are based on the supply of service to the Customer throughout the twelve months of the year, and changes from one rate to another will not be made for periods of less than twelve months. GU will not be liable for any claim that service provided to any Customer might have been less expensive or more advantageous to such Customer if supplied under a different rate.

1.5 REVISIONS. Rules and Regulations and Rate Schedules may be revised, amended, supplemented and otherwise changed from time to time, and such changes when effective will supersede the present Rules and Regulations and Rate Schedules.

SECTION II - APPLICATION FOR SERVICE

2.1 SERVICE APPLICATIONS. GU will require a prospective Customer to make written application for service. Such application shall be provided by GU and shall include such information as GU may deem essential to the proper supply of service to the applicant. GU reserves the right to require sufficient identification and additional documentation, including a copy of the lease to apply for service. GU reserves the right to refuse service, at any location, to a prospective Customer who is then indebted to GU for any service previously furnished to such prospective Customer.

2.2 NEW ACCOUNT FEE. A New Account Fee will be charged to each customer requesting electric and/or water services. This charge applies to all rate classifications and helps defray the cost of setting up the new account, reading the meter, and/or connecting the electric and/or water services.

The fee will not be assessed to new construction accounts or to landlords who have the service automatically put into their name between tenants without interruption of service. (By signing a continuous service agreement)

For accounts where the water and electric services are billed on the same account, there will be a single fee only. For those accounts where the electric and water services are billed separately, each account will be charged the fee.

2.3 PLACE OF APPLICATION. Prospective Customers must make application for service at the offices of GU during its normal office hours of 8:00 A.M. to 5:30 P.M., Mondays through Wednesdays and Fridays; 8:00 A.M. to 7:00 P.M. Thursdays, and 8:00 A.M. to 12 Noon on Saturdays except for holidays.

2.4 SERVICE INFORMATION. Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be provided, and other pertinent information, GU will advise the Customer of the type and character of service it will furnish, the point at which service will be delivered, and the location to be provided for GU's metering equipment.

2.5 ACCEPTANCE OF SERVICE. If an application for service is accepted by GU, or if service is supplied according to the provisions of such application or pursuant to contract (without modification or with supplemental agreement), this shall constitute an agreement between the Customer and GU for the supply of service.

2.6 SPECIAL CONTRACTS. In the event that the service desired by a Customer is not available under any standard rate of GU, such service may be obtained, in the sole discretion of GU, through special contract to the extent permitted under applicable Rules and Regulations and provided that no discrimination against other Customers would result therefrom. Such special contract service may include auxiliary or parallel operation service, service for abnormally large or fluctuating loads, and other types of service under unusual circumstances. All such contracts are subject to review and approval by the City of Groton Utility Commission.

2.7 UNAUTHORIZED USE. The use of service without notice to GU to enable GU to read its meter(s) on the user's premises will render the user liable for any amount due for service supplied to the premises since the last reading of the meter(s), whether or not such reading may precede the said user's occupancy, as shown on GU's records. Whenever any service has been obtained at any premises on an unmetered basis or any unauthorized service has been obtained at any such premise or for any other reason service has been provided to such premises to persons unknown or for which payment has not been made due to a question of Customer identity, the owner of record of such premises shall be liable therefore to GU.

SECTION III - CREDIT AND PAYMENT TERMS

3.1 BILLING PERIOD. The normal billing period shall be that on which the particular rate is based.

3.2 SECURITY DEPOSITS. All customers are subject to a credit check to determine the security deposit. Residential Customer: Security Deposits may equal up to the estimated amount of three months' service, minimum of \$300.00. Non - Residential Customer: Security Deposits not to exceed the estimated amount of three months' service will be required of all Non Residential Customers. Other Deposit Options for Non- Residential Customers (with approval of management): 1. A customer that owns the property where the business is located may provide evidence of prompt payment with letters of credit from the customer's previous utility for a similar business operation for the most recent 12 months prior to relocating to the GU/BL&P service area may be granted a waiver from the deposit requirement, 2. A customer that has previously established good credit by evidence of prompt payment with the Company and owns the property where the business is located may be granted a waiver from the deposit requirement, 3. A customer may provide an irrevocable letter of credit for the amount of the deposit from a bank or 4. A customer may provide a 2 year prepaid security bond for the amount of the deposit without

renewal as long as the credit status of their account remains satisfactory. Satisfactory credit is defined where the customer has not received a late payment penalty in any month for the preceding two years.

GU reserves the right to require a credit check or charge deposits of current Customers if deemed necessary because of termination of service due to any reason, including, without limitation, non-payment, illegal activity, or chronic delinquency. Any Non-Residential account that receives a shut-off notice, and does not have adequate deposit on record, may be charged a deposit equal to an estimate of 3 months service.

Interest will be accrued monthly on all security deposits and posted to the Customer's account each month Residential security deposits will be credited to the Customer's account following two (2) years of prompt payment performance as determined by GU or upon termination of service. Commercial and Industrial Customers where the property is owned by the customer, deposits shall be returned together with accrued interest following 5 years of satisfactory credit. Satisfactory credit is defined where the customer has not received a late payment penalty in any month for the preceding five years.

3.3 PAYMENT FOR SERVICE. All bills for electric and water service, repairs, and other services or facilities furnished by GU to the Customer shall be due and payable upon receipt. Failure of the Customer to receive the bill does not relieve from the obligation of payment or its consequences. Any Customer who has previously made a payment by a check that was returned for lack of funds will be required to make all future payments by cash, credit card, money order, or certified check. Payments shall be applied first to balances for repairs and other services or facilities furnished by GU and then to balances for electric and water service. Within those categories, payments shall be applied first to unpaid balances, including late payment charges, and then to current charges. GU shall charge Customers a returned-check fee for each check returned for insufficient funds.

3.4 DELINQUENT ACCOUNTS. All accounts not paid in full after fifteen (15) days of mailing of the bill are considered delinquent. Should an account become delinquent, GU reserves the right to terminate any or all utility services, following proper notification, subject only to the rights of Customers in these Rules and Regulations and in the statutory restrictions that may be imposed by the State of Connecticut for residential Customers. In any particular case, a Customer is entitled

to whichever rights may be the most protective of the interests of the Customer. Without limiting the foregoing, delinquent residential Customers who are concerned about termination of service by GU are referred to (a) the Regulations of Connecticut State Agencies (in this case, the Public Utilities Regulatory Authority at 1-800-382-4586; TDD 860-827-2837) applicable to residential customers of municipal utilities at Section 16-3-100, or any such successor state rules or regulations in effect from time to time, (b) "Notice of Customer Rights", which GU will provide in person or by certified mail to a residential Customer prior to any termination of service, and (c) the following sections of these Rules and Regulations. Subject to a Customer's rights, GU reserves the right to utilize all legal means available to it, including collection services, to obtain payment for accounts which remain delinquent for longer than thirty (30) days. If the account becomes delinquent the customer will be responsible for all collection fees. Subject to a Customer's rights, GU is entitled, after a thirty (30) day delinquency, to report such delinquency to credit reporting agencies as permitted by applicable Connecticut General Statutes. Further, in accordance with applicable Connecticut General Statutes and the City Charter, liens may be placed against any property where that property owner remains a delinquent Customer. If not released by payment of the delinquency before or at the time property is transferred to a new owner, the lien remains an encumbrance on the property and the new owner may be required to pay the delinquency its seller was responsible for incurring.

3.5 LATE PAYMENT CHARGE. All accounts not paid in full by the date of the next billing will be subject to a penalty charge, to be applied to the unpaid balance for each month's delinquency. The only exemptions are governmental entities (all levels).

3.6 FINAL NOTICE. Before termination of service, Customers with bills one month delinquent shall receive a "Final Notice" by first class or certified mail giving thirteen (13) calendar days from mailing of notice in which to pay the previous balance as written in the notice and as listed as previous balance on the "Final Notice". Notification of "Notice of Customer Rights", which details the Customer's right to a review and his right to consideration due to serious illness, shall be included with the "Final Notice". For residential customers with delinquent bills, GU has additional procedures for the benefit of (a) Customers who are tenants of landlords who have become delinquent in paying for service the tenants receive; (b) separated or divorced residents whose delinquent service has previously been in the name of their separated or ex-spouse; and (c) Customers who request that a third party receive

copies of all notices sent to the Customer pertaining to termination of service. Examples of third party notice which may be helpful include a third party relative of an elderly or infirm Customer or a third party friend who has better language skills than the Customer. Customers should inquire about termination, credit or other issues involving a Customer's rights and duties at the GU Customer Service Department at (860) 446-4000.

If any person living in a residence has a life threatening condition, GU will not shut off electric service during such illness if a Groton Utilities Physician's Certification is completed within seven (7) days of receipt of the form. The resident will be required to make an equitable arrangement to pay his past due bills and to pay on a current basis all future bills. The Utility Commission has the right to contest the validity of any certificate of serious illness it receives.

If after the thirteen (13) day period no payment is received and no arrangement for payment has been made, the Customer's electric / water service may be terminated.

Exceptions to the above are for termination of residential Customers who meet the required conditions to be classified as a Hardship Case during the moratorium period of November 1st to May 1st inclusive, as outlined in the "Notice of Customer Rights", or residential Customers who otherwise may meet restrictions imposed by the State of Connecticut.

3.7 DISPUTED BILLS. Any Customer who has a question or complaint or who disputes all or part of his bill after receiving a termination notice (Final Bill) may contact any Customer Service Representative handling credit matters who will answer the Customer's inquiry. If the Customer remains unsatisfied, he may have the Company Review Officer, or his designated alternate, review the problem. Any such request must be made within thirteen (13) days after GU mails a termination notice to the Customer. If the dispute remains unresolved after the review by the Company Review Officer, the Customer may request in writing a further investigation and hearing by the City of Groton Utility Commission or the State of Connecticut Public Utilities Regulatory Authority (1-800-382-4586; TDD 860-827-2837). When disputes are unresolved, GU has the same right to request a hearing at the State of Connecticut, Public Utilities Regulatory Authority. While these deliberations are pending, the Customer's service will not be terminated.

3.8 RECONNECTION CHARGES. Services will not be reconnected until the entire account balance, reconnection fee and deposit, if required is paid in full. Service reinstatement or reconnection will be within 24 hours from the time of the customer payment.

3.9 FINAL BILL. The Customer shall be liable for service taken after notice of termination has been received by GU until such time as the meter is read and disconnected. The bill for service rendered up to the date of the last meter reading is due and payable upon receipt. GU reserves the right to utilize all legal means available to it, including collection services, to obtain payment for accounts which remain delinquent for longer than thirty (30) days. If the account becomes delinquent the customer will be responsible for all collection fees.

3.10 CHANGES IN RATES. In the case of any increase or decrease in the applicable rate to any Customer, the effective date of said increase or decrease shall be reflected in bills on a prorated basis to the effective date using the meter readings after said effective date.

SECTION IV - SERVICE LIMITATIONS

4.1 CHARACTER OF SERVICE. The character of service which GU will supply will be that available in the locality in which the service is to be furnished. Except as may be especially provided in a particular rate, GU does not offer to supply services of non-standard characteristics.

4.2 SINGLE DELIVERY POINT. The entire electric or water requirements of a Customer on one continuous premises that is not intersected by a public road will generally be served at one point of delivery with a single meter. When a Customer has multiple points of delivery, each point of delivery will be separately metered and billed at the applicable rate for that point of delivery. If a Customer requests a new or different meter or a communication device to be attached to the meter, GU will make a reasonable effort to install, test and maintain an appropriate meter or communication device which meets GU's requirements. The Customer will bear the cost of providing and installing the meter or communication device and will be billed by GU when installation is completed. Upon installation, the meter or communication device will become the property of GU and will be maintained by GU.

4.3 COMPLIANCE WITH AVAILABILITY. The use of GU's service shall not be for purposes other than those covered by the availability provision of the particular rate under which service is supplied.

4.4 RESIDENTIAL SERVICE. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered as separate Customers and metered individually wherever practicable. If an existing residence is converted to more than a single dwelling unit, or if for some other reason it is impractical in the judgment of GU to meter existing individual dwelling units separately, service may be supplied through one so-called "master meter" under the rules set forth below in Section 5.5 for RESUPPLY OF SERVICE. For new multi-family dwellings seeking connections after the Effective Date of these Rules and Regulations, arrangements must be made to permit separate metering and individual billing of the service to each dwelling unit, except under rigid conditions, limited to special cases such as elder care or publicly financed or subsidized multi-family dwelling units, GU will accept no reason that separate metering in any new multi-family dwellings is impractical. Any retail Customer intending to construct dwellings of such specialized character shall obtain the prior written approval of GU and shall agree to service conditions and conservation measures designed by GU to safeguard against the unwise or wasteful use of service commonly associated with "master metering".

4.5 REFUSAL TO SERVE. GU reserves the right to refuse to supply service to new Customers or to supply additional service to any existing Customer if it is unable to do so under a standard rate or if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service. GU may refuse to supply service to loads of unusual characteristics which might affect the cost or quality of service supplied to other Customers. As a condition of service, GU may require a Customer having such unusual loads to install special regulating and protective equipment in accordance with Department specifications.

4.6 UNMETERED SERVICE. Unauthorized acceptance of unmetered service by a Customer or service supplied through a meter which has been tampered with or rendered inaccurate by a Customer shall be considered unauthorized use and shall subject such Customer to liability for payment for such service on an estimated usage basis, in addition to any other applicable civil and criminal liabilities which might be imposed upon such Customer. When supply of electric or water services on an unmetered basis is justified in the judgment of GU, billing will be rendered for

estimated use in accordance with the terms of the rate applicable to the service supplied.

SECTION V - SERVICE SUPPLY AND USE

5.1 QUALITY OF SERVICE; INTERRUPTIONS AND FORCE MAJEURE. GU does not guarantee continuous service and from time to time, GU may fail to provide any service or services in accordance with these Rules and Regulations. Any non-performance, failure, curtailment, interruption, reduction or other variation in allocation or quality of service of GU, for any reason or cause, shall be excused and GU shall not be liable for such non-performance, failure, curtailment, interruption, reduction or variation and for any damage or loss resulting therefrom or arising in connection therewith. Without limiting the foregoing, GU shall be excused and shall have no liability in the event GU experiences an Event of Force Majeure affecting service, which shall mean any and all reasons or causes beyond its reasonable control affecting GU's ability to provide service, including, but not limited to, the shortage (whether actual or threatened) of, or the failure of common carriers, suppliers or subcontractors to deliver, necessary raw materials or supplies; embargoes, epidemics, quarantines; unusually severe weather conditions; fires, explosions, floods or other acts of God or the elements; acts or omissions of the Customer; acts of terrorism, war (declared or undeclared) or of a public enemy or other acts of hostility; civil disturbances, insurrections, riots or labor unrest; the threat or actual existence of a condition that may affect the integrity of the supply of any service; the necessity of making repairs to or reconditioning wells, pipelines, transmission lines and other equipment; or the requirement, request or order of any federal, state, local or foreign governmental authority, agency or court. The foregoing shall apply even though any such Force Majeure Event exists at the time GU enters into an agreement to provide any service or such Force Majeure Event arises after GU's ability to provide any service is prevented or delayed for other reasons. In the event of a failure, curtailment, interruption or variation in any service resulting from a Force Majeure Event, GU shall exercise reasonable efforts to resume service as soon as practicable.

IN FURTHERANCE OF THE FOREGOING, IN CONNECTION WITH ITS SERVICE OR OTHERWISE, GU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SAVINGS) OF ANY NATURE WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING OUT OF MUNICIPAL, STATE OR FEDERAL LAW, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

5.2 TEMPORARY SERVICE. Subject to the reasonable discretion of GU, temporary services may be available to any Customer who can be served from GU's facilities. For such temporary service the Customer shall pay the total cost of connecting and disconnecting the service, including the cost of installation and removal of any equipment that may be necessary. Service will be billed under the regular rate applicable to the type of service supplied. GU may require an advance payment covering the estimated cost of installation and disconnection or the use of service or both.

5.3 SUSPENSION OF SERVICE FOR REPAIRS. Without limiting any other provision hereof, GU reserves the right to curtail or temporarily interrupt the Customer's service from time to time in order that repairs, replacements, or changes(s) may be made in GU's facilities either on or off the Customer's premises. Whenever possible, GU will attempt to notify the Customer in advance except in cases of emergency. Nothing in this Section shall be deemed to require GU to make such repairs, replacements, or changes at times other than normal business hours.

5.4 RESALE OF SERVICE. Any retail electric service rendered is furnished to the Customer for only the purpose and class of service specified. For new service connections after the Effective Date of these Rules and Regulations, such service shall not be resold to others or used for other purposes. GU will allow resale exceptions only in the following limited cases: (i) "submetering" accounts accepted for service prior to the Effective Date; and (ii) new accounts as specifically set forth in Connecticut General Statutes, Title 16, Chapter 277, Section 16-19ff, or any successor provision as may be in effect from time to time, which section permits the installation of submeters and resale of service only at recreational campgrounds, individual slips at marinas and in other locations approved by the Public Utilities Regulatory Authority. For the latter accounts described in the cited statute, GU will apply a residential rate to any retail Customer allowed to make resales. In all submetering cases, GU will strictly enforce the resale price and other rules adopted by the Connecticut Public Utilities Regulatory Authority with respect to submetered accounts. Customers subject to these limited exceptions are advised to consult the Regulations of Connecticut State Agencies, specifically Sections 16-11-236 to 16-11-238, inclusive. Except in these limited cases, the practice known as "submetering" is not allowed by GU. Failure to adhere to these guidelines will subject the Customer to termination of service(s).

5.5 RESUPPLY OF SERVICE. When service as of the Effective Date is resupplied to others (without submetering) by an existing retail Customer of GU as a

part of a residential, commercial or industrial rental service provided by the retail Customer, each building or premises will be considered as a separate Customer, and the service will be furnished to the tenants as an incident to tenancy with the cost included as an integral part of the rent. The same rule shall apply to the greatest extent possible in the case of service supplied to any existing condominium or homeowner's association, where the cost of such service shall be incidental to the association's fees to its members.

Resupply of service, without submetering as described in this Section 5.5 or in Section 4.4 above, or with submetering as described in Section 5.4, by a new retail Customer of GU, taking service after the Effective Date of these Rules and Regulations, and providing residential, commercial or industrial rental space to its tenants, will not be allowed, except in the limited special cases described in Section 4.4 or Section 5.4 of these Rules and Regulations. As a result, only a retail Customer which had resupply arrangements with its tenants as of the Effective Date of these Rules and Regulations will be allowed to continue such arrangements and, unless one of the special limited cases without submetering in Section 4.4 or with submetering in Section 5.4, each new tenant after the Effective Date shall receive individual service, separately metered, in its own name as a retail Customer of GU. Where resupply of service is allowed, resupply of service will constitute commercial use and will require prior written consent of GU.

SECTION VI - CUSTOMER'S INSTALLATION

6.1 SUITABILITY OF APPARATUS. In order that all Customers receive service of the highest quality, it is necessary that GU establish standards for the selection and use of electric motors, major appliances, and large electric equipment so that the starting and operating characteristics of the various units will not adversely affect the service rendered to other Customers. The Customer shall not use the service supplied for any purpose or with any apparatus which would cause a disturbance on the lines or system of GU sufficient to impair or render unsafe the service supplied by GU to other Customers. The Customer shall be liable for any damage resulting to GU's apparatus or facilities or to other Customers caused by failure to comply with any provision of this section.

GU reserves the right to disconnect service at any time, upon proper notice, when any equipment not approved by GU interferes with service to other Customers. GU reserves the right to inspect and test any motor(s) and/or apparatus when they are suspected of causing detrimental effects to GU's service. GU also reserves the right

to require the Customer to install at his expense such wiring and equipment as may be necessary to prevent undue voltage frequency, voltage fluctuations or other power quality problems, at the Customer's service location or at the service location of other Customers. It is, therefore, imperative that the Customer consult with GU in advance of making any commitments for motors of any size, electrical equipment, or appliances.

6.2 COMPLIANCE WITH ORDINANCES AND RULES. Before GU will furnish service, the Customer shall comply with all applicable ordinances, codes, and requirements of Federal, State, or Municipal bodies, and may be required to furnish GU satisfactory evidence of the apparatus to be connected to its lines and, also, as to whether the operation of such apparatus will cause power quality problems on GU's distribution system. The Customer shall install only motors, apparatus, and devices which are suitable for operation with the character of the service available and supplied by GU.

6.3 STATEMENT OF INSTALLER. GU may require a written statement from the installer of wiring, piping, or other similar facilities that the same are suitable and proper for the safe and satisfactory reception and use of the service to be furnished and are in accordance with applicable building and safety codes.

6.4 RESPONSIBILITY OF THE CUSTOMER. In all cases the Customer is responsible for maintaining facilities, wiring, and appliances that are suitable and proper for the safe and satisfactory reception and use of the service to be furnished. The Policy Manual of GU, available at any office of GU during normal business hours, contains specific information relating to the major factors involved and the limitations necessary in order to render satisfactory service. Any effort by GU to promote this condition, including the information provided in the Policy Manual, is merely assistance rendered to the Customer and shall not be deemed an assumption of liability on the part of GU.

All apparatus or facilities provided by GU to supply service shall remain its sole property whether or not affixed to the Customer's property, and shall be returned by the Customer in the condition received, ordinary wear and tear accepted. Any damages caused by the Customer to GU's property (including damage occurring as a result of the Customer's failure to take reasonable pre-cautions to protect such property from damage) shall be paid by the Customer.

6.5 LIABILITY OF GROTON UTILITIES. Service is delivered to the Customer at the point where the service connection maintained by GU terminates. GU shall not be liable for direct, indirect, or consequential damages of any kind, whether resulting from injuries to persons or property or otherwise, arising out of or that may be traceable to trouble or defects in the apparatus, wiring, facilities, piping, or equipment or to any other cause occurring beyond the point where the service connection of GU terminates.

6.6 CHANGES IN CONDITIONS OR INSTALLATION. The Customer shall give advance notice to GU of any proposed change in the Customer's service(s) or other conditions of use or of any change in purpose or the location of the Customer's installation. Such changes in the Customer's service conditions or installation shall not be made until such notice has been given and permission received from GU. Failure to give notice of such changes shall render the Customer liable for any damage to the meters or other apparatus and equipment of GU caused by the changed conditions or installation.

SECTION VII - DEPARTMENT'S INSTALLATION

7.1 RIGHTS OF WAY. GU shall not be required to extend its facilities for the purpose of rendering service until it has satisfactory rights of way or easements to permit the installation, operation, and maintenance of its facilities. The Customer, without expense to GU, shall grant or secure for GU such rights of way or easements whether across property controlled by the Customer or by others.

7.2 RIGHTS ON CUSTOMER'S PREMISES. In accepting service, the Customer shall thereby agree to furnish GU, without charge, a suitable location selected by GU in advance for all of the property and equipment of GU necessary to furnish such service. GU shall have access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, repairing, removing, replacing, disconnecting, or otherwise maintaining its meters, equipment, and facilities, and for all other proper purposes and may terminate service if it is denied reasonable access.

7.3 CHANGES IN LOCATION. If the Department places its overhead wires underground or changes the location of any of its service facilities, it may require that such changes as may be necessary in the Customer's portion of the service connection or which may directly or indirectly benefit the Customer be made at the expense of the Customer.

SECTION VIII - ELECTRIC CO-GENERATION AND SMALL POWER PRODUCTION FACILITIES

8.1 DETERMINATION OF QUALIFYING STATUS. GU will determine if a proposed Customer is a qualifying facility based on standards and criteria established in Title 18 CFR Part 292, Subpart B, or such successor regulations of the Federal Energy Regulatory Commission as may be in effect from time to time. Upon meeting these standards and criteria for qualifying as a small power facility or as a cogeneration facility, a facility will qualify and be approved by GU. An order by the Federal Energy Regulatory Commission granting certification of a facility as a qualifying facility will be accepted by GU in lieu of its own determination.

8.2 PARALLEL OPERATION. In order to qualify for GU's power purchase rate, the Customer must obtain written approval and comply with GU's specifications for parallel operation and meet the rate's availability requirements. The Customer must provide automatic protective equipment approved by GU, such as, but not limited to, automatic synchronization and automatic disconnection devices to prevent the energizing of a de-energized Department line. Complete, detailed engineering drawings of the connection of the generating equipment to GU's facilities must be submitted to GU. Parallel operation will not be allowed until written approval is given by GU to the Customer. GU may, at its option, periodically inspect, test, and recertify in writing the Customer's compliance with GU's specifications for parallel operation. A Customer's failure to maintain certification will cause immediate termination of parallel operation until such time as new certification is granted.

8.3 INTERCONNECTION COSTS. The Customer is responsible for all costs associated with the installation of the generation equipment, protection, and metering equipment (except KWH meters) and connection to GU's lines. Where the purpose of the Customer's interconnection with GU's system is to sell energy to GU and GU must incur exceptional costs to rebuild or modify its facilities, including costs of transformation equipment to provide this interconnection, GU may require payment of these costs before making the interconnection.

8.4 CUSTOMER RESPONSIBILITY. The Customer shall be fully responsible for any injury or damages resulting from the Customer's installation, whether it be to these facilities, other Customers' facilities, or to GU lines or equipment. GU assumes no responsibility for damage to private or public property, or personal injury arising through or from any effects of the Customer's installation. The Customer agrees to indemnify and hold harmless GU from any and all liability arising from operation and

interconnection of Customer's facilities. The Customer is also responsible for operation, maintenance, and testing of Customer's generating and interconnection equipment, except for the KWH meters which are furnished by GU. The Customer shall conduct an approved monthly inspection and test program for all generation and interconnection equipment. This program shall include a written record of all inspection, testing, and maintenance operations. These records will be made available for GU review and shall include all tests required by GU. A Customer's failure to perform such inspection, testing, equipment maintenance and to keep written records of these procedures, will cause immediate termination of parallel operation.

8.5 SPECIAL POWER PURCHASE CONTRACTS. For installations which can be expected to supply GU with firm capacity, a negotiated contract will be developed. The tariff pursuant to this contract will depend upon the criteria of the small power producer and/or cogenerator, including but not limited to the expected times of generation, the expected duration of generation, the expected reliability, and interconnection voltage level. The largest single phase Customer-owned generator permitted to connect to GU lines will be 25KW.

Retention and Protection of Customer's Personal Information

It shall be the policy of Groton Utilities that any and all personal information, hereinafter referred to as "protected customer information", collected from a new or existing customer, including but not limited to social security numbers and credit card accounts numbers, shall be kept and maintained in a secure location with restricted accessibility until such time the information is no longer required and its retention requirements have been met. No protected customer information will be released to a third party without the express written consent of the customer unless required to be disclosed by state or federal law or order of any court of appropriate jurisdiction and will not be transmitted either by electronic mail or facsimile machine.

Rules and Regulations for Electric and Water Service

As Approved by the Utility Commission, March 29, 2006

Effective March 29, 2006

(Supersedes Rules and Regulations of January, 1994)