Title: Access to Company Equipment	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 100.3
Description of Purpose: This policy provides guidelines for access to the Company's gas and electric equipment.		
Owner: Director, Gas Meter Services & Director, Electric Meter Operations		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- P.A. No. 09-31[i]

Regulations & Rulings:
- R.C.S.A. § 16-3-100(b)(2)(G)[ii]

Related Policies:
- 310.3 – Notice of Shutoff for Non-Payment
- CL&P Terms and Conditions, Sections 6D and 7C[iii]
- Yankee Gas Rules and Regulations, Section 7.2[iv]

Supporting Process Key Search Words:
- Access to Company Equipment

Policy:

1. In the event the Company requires access to its equipment and is unable to obtain access, the Company will:
   - Request access to the facilities from the Customer, occupant, owner, lessor, landlord, manager, or agent thereof and;
   - Offer appointments consistent with service appointment hours and customer availability.

2. Upon failure to provide access, a disconnect notification may be issued and the Customer will be informed that they will be liable for costs to gain access and failure to grant access charge.

3. If access is not provided by the Customer and the owner also fails to provide access that delays the Company's ability to access service to an individually metered or billed portion of the dwelling, the amount billed for that part of the building may be billed to the owner until access is provided. (See also Policy 310.3, Notice of Shutoff for Non-Payment).

4. Service will not be reconnected until the Company obtains access.

[i] Public Act No. 09-31 Sec. 1(a). A person seeking to terminate electric, gas, telecommunications or water service to a residential dwelling shall provide to the electric distribution, gas, telecommunications or water company, electric supplier or municipal utility providing such service either (1) identification, as defined in section 16-49e of the general statutes, (2) the password previously provided by the customer of record for such service, (3) the customer code provided by the company, supplier or utility, or (4) other reasonable identification method established by the company, supplier or utility sufficient to establish that the person authorizing the termination is the customer of record or the customer's authorized representative. Such company, supplier or utility shall not terminate service if the person does not provide such reasonable identification.

[ii] R.C.S.A. § 16-3-100(b)(2)(G). Utility service may be terminated for the following reason: (G) failure of the customer to provide the utility reasonable access to its equipment, or in the event access thereto is obstructed or hazardous.

[iii] Section 6D. Final Bill. Each Customer shall be liable for service taken until such time as the Customer requests termination of Delivery Service and a final meter reading is recorded by the Company. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. In the event that the Customer of Record hinders the Company's access to the meter or fails to give notice of termination of Delivery Service to the Company, the Customer of record shall continue to be liable for service provided until the Company either disconnects the meter or a new party becomes a Customer of the Company at such service location. The Customer shall be liable for all costs incurred by the Company when the Customer prevents access to the Company's equipment.

Section 7C. Access to Meters. A properly identified and authorized representative of the Company shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing the Company's meters, meter reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with the applicable General Laws, PURA regulations, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access. It is the Customer's responsibility to ensure that the Company has such access.

[iv] Rights on Customer's Premises. In accepting service the customer shall thereby agree to furnish the Company, without charge, a suitable location for all of the property and equipment of the Company necessary in furnishing such service. The Company 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. If, after June 1, 2019, a customer fails to grant access to the Company to inspect its meters, equipment or facilities located within the customer's premises within a reasonable time, the Company will impose a "Failure to Grant Access Charge" of $90 on the customer's bill.

Title: Backbilling	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 110.3
Description of Purpose: This policy provides guidelines for backbilling a customer due to inaccurate conditions.		
Owner: Director, Billing, Payment & Meter Data Services		**Effective Date:** *Proposed*

Key References:

Legal Statues & Cases:
- C.G.S. § 16-259a[i]
- CL&P v. PURA, No. CV054007101S, 2006 Conn. Super. LEXIS 2617 (Conn. Super. Ct. Aug. 29, 2006)[ii]

Regulations & Rulings:
- R.C.S.A. § 16-11-35[iii]
- R.C.S.A. § 16-11-110[iv]
- Docket No. 08-02-06, Final Decision August 6, 2008.[v]
- Docket No. 04-01-01, Final Decision June 30, 2005.[vi]

Related Policies:
- 270.3 – Investigating and Correcting Mixed Metering Conditions

Supporting Process Key Search Words:
- Cancel Rebill General Information

Policy:

The Customer will be promptly *notified* of the billing error in accordance with the following:

- For a *one*-time billing error, to collect the full amount due, the Company must provide the Customer with written notice of the billing error or bill the Customer by establishing a payment arrangement for the inaccurate bill within one (1) year of the date of the billing error.
- For an *ongoing* billing error, the Company may back-bill one (1) year from the date that the Company first bills or holds the Customer financially liable for accrued under-billed charges, not from the date that the Company first discovers the billing error. Thus, notice of the billing error and that the Customer is responsible for the backbills (i.e., they are financially liable for the bills), must be provided to the Customer as soon as possible. The Company may backbill for up to one year, beginning with the date that the notice is provided to the Customer.
- *Payment plans* will be offered in accordance with regulations and Conn. Gen. Stat. §16-259a.

The Customer will be provided a *credit adjustment* when:

- A service account has been inaccurately billed due to Company error or defective equipment. The credit adjustment shall cover the entire period of the inaccurate billing condition (i.e., from the inception of the error to the date of the correction of the inaccurate billing condition).
- A Company meter test indicates that the meter is *fast by more than four percent.* The Customer shall be provided a refund for the amount overcharged for the previous six months, unless either the Customer's or Company's records can prove that the meter inaccuracy existed for a longer or lesser period, in which case the refund shall cover such actual period.
- If the account was over-billed for a period that *exceeded three months*, interest shall be applied on the resulting net credit using the Company's PURA-approved cost of capital rate of return on a pre-tax basis with no compounding.

The Customer may be provided a *debit adjustment* for a period not exceeding one year*:*

- unless the delayed bill for the service would deprive the Customer of the opportunity to apply for or receive energy assistance.
- when an account has been inaccurately billed, unless:
    1. the Company can demonstrate that the Customer is responsible for the inaccurate billing;
    2. the Customer delays the repair or replacement of defective metering equipment; or
    3. the Customer fails to provide reasonable access to the premises where the meter is located during business hours for the purpose of reading the meter.
- If the events described in (1), (2), or (3) occur, the matter shall be referred to Revenue Protection.

This policy applies in scenarios *except* circumstances involving:

1. Diversion, tampering, or unauthorized use of service: No credits or refunds shall be issued to any Customer if the Company determines that the Customer is directly responsible for the inaccurate billing (i.e. meter tampering, fails to provide meter access, etc.)
2. Mixed metering conditions (Refer to 270.3):
    - Billing adjustments for accounts with meters erroneously registering another Customer's consumption will only apply to the account *receiving the credit* adjustment. Credit adjustments shall be provided on the inaccurately billed account and may cover the entire period of the known condition.
    - If the account was over-billed for a period that exceeded three months, interest shall be applied on the resulting net credit using the Company's Public Utilities Regulatory Authority-approved cost of capital rate of return on a pre-tax basis with no compounding.

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[i] C.G.S. §16-259a. No electric distribution, gas or water company or electric supplier, which inaccurately bills a retail customer for service may bill or otherwise hold the customer financially liable for more than one year after the customer receives such service, unless the customer, either alone or with an individual other than an employee of the company, by an affirmative act, is responsible for the inaccurate billing or fails to provide for reasonable access to the premises where the company's meter is located by an employee of the company during business hours for the purpose of reading the meter.

[ii] In this case, the utilities' faulty inventories led to inaccurate billings to municipalities. Before the DPUC ruled, the utility made refunds to municipalities, some of which signed releases. The DPUC ordered the utility to make refunds from the date it learned of the overbillings, even to those municipalities that signed releases. The court held that as the DPUC's proceeding was not an "action" for purposes of § 52-576(a), it properly ordered the utility to make refunds for overbillings that were up to 18 years old. As there was substantial evidence that the utility had been aware of, and able to avoid, the overbillings for over a decade, the court found that DPUC properly ordered it to make refunds from the date it learned of the overbillings.

[iii] R.C.S.A. § 16-11-35. Adjustment of bills for meter error. Whenever the test of a meter reveals it to be fast by more than four percent, the gas company shall refund the customer such percentage of the amount of bills covering the consumption indicated by the meter for the previous six months, unless it can be shown that the error has existed for a greater or lesser period. (b) In the case of a nonregister meter, customer may be billed on an estimate based on previous bills for similar usage. (c) If unmetered gas is used without permission, the customer may be billed on a reasonable estimate of the gas consumed.

[iv] R.C.S.A. § 16-11-110. Adjustment of bills. (a) Whenever the test of a meter reveals it to be fast by more than four per cent, the electric company shall refund to the customer such percentage of the total amount of bills covering the consumption indicated by the meter for the previous six months as the meter was found to be in error (see sec. 16-11-120 (d)) at the time of the test, unless it can be shown from the records of either party that the error has existed for a greater or lesser period, in which case the refund shall cover such actual period. (b) No refund shall be allowed in any case if the seal on the customer's meter is found to be broken or if there is any other evidence that the meter has been tampered with. (c) In the event of a nonregistering meter, the customer may be billed on an estimate based on previous usage. (d) If unmetered electricity is used without

permission, the customer may be billed on an estimate of the energy consumed.

[v] The Department determines that subsection (a) of Conn. Gen. Stat. §16-259a is a classic statute of limitations. In line with the long recognized definition of statutes of limitations, subsection (a) is a legislative enactment that prescribes a period of time within which certain rights may be enforced, that is, it provides a one-year period for utility companies to bill or hold a customer financially liable for any services that the company had provided but billed inaccurately. This statute does not create any rights. Rather, it simply bars a remedy that would otherwise be available to a utility company—it bars a company from demanding payment for services rendered. Decision dated Aug. 6, 2008, in Docket No.08-02-06, DPUC Investigation into The Connecticut Light and Power Company's Billing Issues, at 20.

[vi] The Company issued refunds to many of its municipal streetlight customers. However, the Department finds that CL&P's policies limited the financial value of many of these settlements and therefore, did not fairly compensate CL&P's streetlight customers. In addition, the Company did not adhere to the Department's ruling in the Reconsideration Decision when it implemented its no-date policy for streetlights, which limited the refunds for many streetlight customers to a six-year look back period. Decision dated June 30, 2005, in Docket No. 04-01-01, DPUC Investigation into the Connecticut Light and Power Company's Streetlight Assets, Plant Values, Accounting Practices and Rates, at 31-32.

Title: Usage Estimation	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 115.3
Description of Purpose: This policy provides guidance for estimating usage when an actual meter reading is unavailable for billing.		
Owner: Director, Billing, Payment & Meter Data Services		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• N/A	• R.C.S.A. § 16-3-102(D)(1)[i] • R.C.S.A. § 16-11-107(a)[ii] • R.C.S.A. § 16-11-110[iii] • R.C.S.A. § 16-11-34(a)[iv] • R.C.S.A. § 16-11-35[v]	• N/A

Supporting Process Key Search Words:
- Estimate

Policy:

A customer's electric or gas usage will be estimated for billing when an actual meter reading is unavailable.

Also see: CL&P electric usage estimation procedure; Yankee Gas gas usage estimation procedure.

[i] R.C.S.A. § 16-3-102 provides general guidance regarding estimated billing. Specifically, R.C.S.A. § 16-3-102(D)(1) provides: If a customer receives an actual bill which follows one or more estimated bills, and the amount of the actual bill because of the inaccuracy of prior estimation is more than twenty-five percent larger than the amount of the prior estimated bill, the company shall upon order of the Public Utilities Control Authority arrange for amortization of the excess amount of the bill in equal installments at a rate such that the bill will be fully amortized over a period of not less than equal duration to the duration of the period during which no actual reading was taken. In cases where customers request an arrangement for amortization of bills, the companies shall advise the customer in writing to contact the Public Utilities Control Authority for an order approving an amortization arrangement.

[ii] R.C.S.A. § 16-11-107(a). Meters shall be read each month at regular scheduled intervals, unless special permission is granted by the authority. Bills shall be rendered promptly. Estimated bills may be submitted to non-residential customers when it is impracticable to read meters at regular periods. Efforts shall be made to avoid rendering two consecutive estimated bills. Estimated bills of residential customers shall be rendered in accordance with the provisions of section 16-3-102 of the regulations of Connecticut state agencies.

[iii] R.C.S.A. § 16-11-110. (a) Whenever the test of a meter reveals it to be fast by more than four per cent, the electric company shall refund to the customer such percentage of the total amount of bills covering the consumption indicated by the

meter for the previous six months as the meter was found to be in error (see sec. 16-11-120 (d)) at the time of the test, unless it can be shown from the records of either party that the error has existed for a greater or lesser period, in which case the refund shall cover such actual period.
(b) No refund shall be allowed in any case if the seal on the customer's meter is found to be broken or if there is any other evidence that the meter has been tampered with.
(c) In the event of a nonregistering meter, the customer may be billed on an estimate based on previous usage.
(d) If unmetered electricity is used without permission, the customer may be billed on an estimate of the energy consumed.

[iv] R.C.S.A. § 16-11-34(a). Meters shall be read each month at regular scheduled intervals, unless special permission is granted. Bills shall be rendered promptly after a reasonable period for preparing the bills. When there is good reason for doing so, estimated bills may be submitted. Estimated bills of residential customers shall be rendered in accordance with the provisions of section 16-3-102 of the regulations of Connecticut state agencies.

[v] R.C.S.A. § 16-11-35. (a) Whenever the test of a meter reveals it to be fast by more than four per cent, the gas company shall refund to the customer such percentage of the amount of bills covering the consumption indicated by the meter for the previous six months as the meter was found to be in error at the time of test, unless it can be shown from the records of either party that the error found has existed for a greater or lesser period, in which case the refund shall cover such actual period.
(b) In the case of a nonregister meter, the customer may be billed on an estimate based on previous bills for similar usage.
(c) If unmetered gas is used without permission, the customer may be billed on a reasonable estimate of the gas consumed.

Title: Bankruptcy	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 120.3
Description of Purpose: This policy provides guidelines for bankruptcy to comply with Federal and State guidelines.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• 11 U.S.C. § 366 - Utility Service[i] • 11 U.S.C. § 362(a) and (k) - Automatic Stay[ii]	• N/A	• 150.3 – Commercial/ Industrial Application for Service Including Security Deposits • 350.3 – Residential Security Deposits

Supporting Process Key Search Words:
- Bankruptcy, Court, Proof of Claim, Claim

Policy:

After receiving bankruptcy notices and orders from the bankruptcy court as well as notification by an attorney or the customer of record, the Company will:

- promptly review and determine the type of bankruptcy filed and;
- stop all collection activity.

The Company may file proof of claim, request security deposits, take collection action on delinquent post-petition bills and, when appropriate, serve on creditors' committees.

[i] 11 USC § 366 – Bankruptcy Code - Utility Service - Except as provided in subsections (b) and (c) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.
(b) Such utility may alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date. On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.
(c)(b)(2) … a utility referred to in subsection (a) may alter, refuse, or discontinue utility service, if during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service that is satisfactory to the utility.

[ii] 11 USC § 362(a) and (k) – Bankruptcy Code – Automatic Stay (a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities of… (the commencement or continuation; the enforcement; any act to obtain possession of property of the estate; any act to create, perfect, or enforce against property; any act to collect,

assess or recover a claim; the setoff of any debt owing to the debtor that arose before the commencement; the commencement or continuation of a proceeding before the U.S. Tax Court).

(k) (1) Except as provided in paragraph (2), an individual injured by any willful violation of a stay provided by this section shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages.

(k)(2) If such violation is based on an action taken by an entity in the good faith belief that subsection (h) applies to the debtor, the recovery under paragraph (1) of this subsection against such entity shall be limited to actual damages.

Title: Changes to Bill Format	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 130.3
Description of Purpose: This policy provides guidelines for the Company policy governing compliance with statutes, regulation and regulatory orders concerning revised bill formats		
Owner: Director, Voice of the Customer & Customer Experience Strategy		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• N/A	• R.S.C.A. § 16-245d-1(a)(5)[i] • Docket No. 99-08-02, Final Decision Dec. 29, 1999[ii]	• N/A

Supporting Process Key Search Words:
Bill Format

Policy:

The Company shall submit to the PURA a sample bill illustrating proposed changes to its billing format not later than forty-five days prior to implementing the proposed changes.

[i] R.S.C.A. § 16-245d-1(a)(5) Bill Formats. Not later than forty-five (45) days prior to implementing any changes in its billing format, an electric distribution company shall submit to the Department of Public Utility Control a sample bill illustrating any such proposed changes.

[ii] The Companies shall submit to the Department any changes to their billing format, customer service policies and procedures, Rules and Regulations, pursuant to Section 16-19 of the General Statutes of Connecticut and ten days prior to implementation. Order No. 7 of Decision dated Dec. 29, 1999, in Docket No. 99-08-02, Joint Application of Northeast Utilities and Yankee Energy System, Inc. for Approval of a Change of Control, at 27.

Title: Changes to Customer Service Policies	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 140.3
Description of Purpose: This policy provides guidance on updating customer service policies.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- N/A

Regulations & Rulings:
- Docket No. 18-05-10, Final Decision Dec. 12, 2018, Order No. 1[i]
- Docket No. 14-05-06, Final Decision Dec. 17, 2014, Order No. 4[ii]

Related Policies:
- All Customer Service Policies

Supporting Process Key Search Words:
- Customer Service Policy

Policy:

The Company shall make a reasonable effort to submit to PURA any changes to its electric and gas customer service policies 30 days prior to implementation.

The list below identifies the parameters of a policy:

- Set the goal.
- Show the why.
- Establish a deliberate system of guidelines to guide decisions.
- Broad and general applicability.
- Allow for flexibility.
- Standards that apply across time.

[i] Order No. 1 amended the PURA notification requirement from 10 to 30 business days in advance of implementation. Decision dated Dec. 12, 2018, in Docket No. 18-05-10, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend Its Rate Schedules, at 37.

[ii] Order No. 4 amended the PURA notification requirement from 10 to 20 business days in advance of implementation. Decision dated Dec. 17, 2014, in Docket No. 14-05-06, Application of the Connecticut Light and Power Company to Amend Rate Schedules, at 231.

Title: Commercial/Industrial Application for Service Including Security Deposits	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 150.3
Description of Purpose: This policy provides guidelines for security deposits from Commercial/Industrial customers.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262j(c)[i]
- P.A. No. 10-190[ii]

Regulations & Rulings:
- R.C.S.A. § 16-3-100(b)(2)(K)[iii]
- R.C.S.A. § 16-11-32a[iv]
- Docket No. 09-12-05, Final Decision dated June 30, 2010.[v]

Related Policies:
- 120.3 – Bankruptcy
- 310.3 – Notice of Shutoff for Non-Payment

Supporting Process Key Search Words:
Deposit, Deposits, Bankruptcy, Commercial, Disconnection, Refund

Policy:

Security Deposit Requirement

All commercial/industrial (C/I) Customers will be required to pay a security deposit when they:
- have poor credit history with the Company; or
- have no credit history with the Company; or
- have an existing account(s) involved in Company collection activity.

Security Deposit Alternatives
- A "Clean, Irrevocable Letter of Credit" from a lending institution guaranteeing payment of any unpaid balance due the Company.
- A "Surety Bond" from an insurance company guaranteeing payment of an unpaid balance due the Company.

Security Deposit Refunds

Once paid in full, security deposits, along with accrued interest, shall be refunded to the Customer after twelve consecutive months of demonstrated acceptable payment history.

Refunds will not be made after the twelve-month period if:
- Service has been disconnected for nonpayment of service bills at any time.
- A delinquent inactive balance or uncollectible balance exists on any other service account for which the Customer is responsible.
- One or more shutoff notices have been sent to a customer within the most recent twelve months.
- A delinquent balance exists in anyone (1) month.

Security deposits including accrued interest, less any balance owing to the Company, will be refunded to the Customer at the time of final billing.

Security Deposit Interest

- Interest paid on all cash or cash equivalent security deposits shall be in accordance with Conn. Gen. Stat. § 16-262j(c).
- Accrued interest will be applied on an annual basis in January of each year and when the deposit is refunded to the Customer.
- Interest will no longer be accrued on the date the security deposit is returned, when service is terminated, or on the date that notice is sent to a customer's last known address that the deposit is no longer required.

Unclaimed Security Deposits

- Unclaimed security deposits that are applied to a service account and result in a credit balance should be escheated to the State of Connecticut as in the case of any other unclaimed credit balance.

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[i] C.G.S. § 16-262j(c). Interest on Security Deposits. Each public service company, certified telecommunications provider and electric supplier shall pay interest on any security deposit it receives from a customer at the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board bulletin and rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, as determined under section 36a-26, for such year and rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent.

[ii] Public Act No. 10-190 § 2(a). No public service company, other than a telephone company, shall require a deposit from any customer or prospective customer, other than a residential customer or prospective residential customer, in excess of an amount equal to such company's charges for one and one-half months.

[iii] R.C.S.A. § 16-3-100(b)(2)(K). Utility service may be terminated with notice for failure of a non-residential customer to fulfill any other obligation under the customer's contract with the utility company.

[iv] R.C.S.A. 16-11-32a. Customer deposits
(a) Each gas company may require from any customer other than residential customers as defined in section 16-3-200 (a) (3) or prospective customer other than a prospective residential customer as defined in section 16-3-200 (a) (4) a deposit to guarantee payment of bills. Such deposit shall not exceed an amount equivalent to the estimated maximum bill for ninety days.
(b) Each utility having on hand deposits from customers, or hereafter receiving deposits from customers, shall keep records to show: (i) the name of the customer making the deposit; (ii) the account number of other identification of the premises occupied by the customer when the deposit was made; (iii) the amount and date of making the deposit; (iv) a record of each transaction concerning the deposit.
(c) Each utility shall issue a receipt to every customer from whom a deposit is received and shall provide means whereby the depositor may receive his deposit or balance if such receipt is lost.
(d) Interest on any security deposit received from a customer for each calendar year shall be paid at the rate prescribed in Section 16-262j of the general statutes. Interest shall accrue daily and shall be paid or credited to the customer's account

annually. Accrued interest shall be paid upon return of the deposit if such return is made at other than the annual payment date for interest.
(e) The deposit shall cease to draw interest on the date it is returned, on the date service is terminated or on the date notice is sent to the customer's last-known address that the deposit is no longer required.
(f) A record of each unclaimed deposit and the interest thereon shall be maintained until the funds are paid over to the state treasurer under the escheat provisions of the general statutes. During this time the utility shall make a reasonable effort to return the deposit and accrued interest.
(g) Deposits by customers other than residential customers as defined in section 16-3-200 (a) (3) may be retained by the utility as long as required to insure payment of bills.
(h) Upon final discontinuance of service the utility may apply such deposit, including accrued interest, to any amount due from the customer for service. Any balance due to the customer shall be promptly refunded.
(i) Deposits by customers other than residential customers, as defined in section 16-3-200 (a) (3) shall be returned, together with accrued interest, where satisfactory credit has been established.

[v] Decision dated June 30, 2010, in Docket No. 09-12-05, Application of the Connecticut Light & Power Company to Amend its Rate Schedules, at 162, states: "The Company is proposing to update certain provisions in its Terms and Conditions for Delivery Service/Electric Suppliers. These modifications will be for the Terms and Conditions related to: Company liability for third-party devices attached to meters, disconnection policy for non-payment, and restrictions on security deposits." "…the Department instructs the Company to add language stating that Commercial/Industrial customers with a timely bill paying history will not be assessed a security deposit."

Title: Customer Confidentiality	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 160.3
Description of Purpose: This policy provides guidelines for protecting the confidentiality of Customer information maintained in Company information systems and conditions in which it can be released.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 1-210(b)(5)(A) and (B)[i]
- P.A. 08-167 – CT Customer Data Privacy Program[ii]
- P.A. 22-15 CT Consumer Data Protection Act ("CTDPA")[iii]

Regulations & Rulings:
- N/A

Related Policies:
- 250.3 – Identity Theft Prevention Standards of Business Conduct
- Code of Business Conduct

Supporting Process Key Search Words:
Customer Confidentiality, Data Privacy

Policy:

1. All Customer service system information is classified as restricted and confidential and may not be used for any reason other than that deemed necessary by the Eversource system companies.
2. Before discussing any information with a purported Customer of record or their designee, the caller must first identify themselves as the Customer or their designee and provide adequate identifying data, in accordance with the Company's Identity Theft prevention guidelines.
3. Permanent and temporary employees, vendors, and authorized agents of the Eversource system companies shall only *confirm* Customer account information or any personally identifiable Customer information (e.g., social security number, bank account number, credit card number, driver's license number) to someone who proves to be the Customer of record, except that account information *can* be disclosed without consent from the Customer of record under the following circumstances:
   (i) as required by due process of law by a court or an administrative agency with appropriate jurisdiction; and
   (ii) to employees of the Eversource Energy who have a legitimate business reason for requesting the information in accordance with the Standards of Business Conduct.
4. Personally identifiable information will only be *confirmed*, not provided, to a customer or their designee.
5. Permanent and temporary employees, vendors, and authorized agents of the Eversource system companies may confirm Customer account information or any personally identifiable Customer information (e.g., social security number, bank account number, credit card number, driver's license number) to any third party, including a social service agency, who can provide the Customer's account Number and is authorized by the Customer of record either in writing or with contemporaneous verbal authorization to receive such information.

6. Annually, any user who has not reaffirmed his responsibilities as outlined in the Compliance Statement will be denied system access.
7. Consistent with the compliance measures outlined in this policy, on an annual basis, local supervision will be responsible for controlling and affirming user access to the Customer Service System.

See also Code of Business conduct.

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[i] C.G.S. § 1-210(5)(A) Trade secrets, which for purposes of the Freedom of Information Act, are defined as information, including formulas, patterns, compilations, programs, devices, methods, techniques, processes, drawings, cost data, customer lists**,** film or television scripts or detailed production budgets that (i) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use, and (ii) are the subject of efforts that are reasonable under the circumstances to maintain secrecy; and (B) Commercial or financial information given in confidence, not required by statute.

[ii] Public Act No. 08-167 Sec. 1(a) Any person in possession of personal information of another person shall safeguard the data, computer files and documents containing the information from misuse by third parties, and shall destroy, erase or make unreadable such data, computer files and documents prior to disposal.

[iii] Public Act No. 22-15 Sec. 6(a) A controller shall:
(1) Limit the collection of personal data to what is adequate, relevant and reasonably necessary in relation to the purposes for which such data is processed, as disclosed to the consumer;
(2) except as otherwise provided in sections 1 to 11, inclusive, of this act, not process personal data for purposes that are neither reasonably necessary to, nor compatible with, the disclosed purposes for which such personal data is processed, as disclosed to the consumer, unless the controller obtains the consumer's consent;
(3) establish, implement and maintain reasonable administrative, technical and physical data security practices to protect the confidentiality, integrity and accessibility of personal data appropriate to the volume and nature of the personal data at issue;
(4) not process sensitive data concerning a consumer without obtaining the consumer's consent, or, in the case of the processing of sensitive data concerning a known child, without processing such data in accordance with COPPA;
(5) not process personal data in violation of the laws of this state and federal laws that prohibit unlawful discrimination against consumers;
(6) provide an effective mechanism for a consumer to revoke the consumer's consent under this section that is at least as easy as the mechanism by which the consumer provided the consumer's consent and, upon revocation of such consent, cease to process the data as soon as practicable, but not later than fifteen days after the receipt of such request; and
(7) not process the personal data of a consumer for purposes of targeted advertising, or sell the consumer's personal data without the consumer's consent, under circumstances where a controller has actual knowledge, and willfully disregards, that the consumer is at least thirteen years of age but younger than sixteen years of age. A controller shall not discriminate against a consumer for exercising any of the consumer rights contained in sections 1 to 11, inclusive, of this act, including denying goods or services, charging different prices or rates for goods or services or providing a different level of quality of goods or services to the consumer.

Title: Customer Data Update/Modification	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 170.3
Description of Purpose: This policy provides guidelines for protecting the integrity of Customer information maintained in Eversource's systems and outlining conditions under which employees may initiate changes and/or account transactions to their own or other accounts.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• P.A. No. 08-167 Sec. 1(a)[i]	• R.C.S.A. § 16-244h-4(a)[iii]	• Code of Business Conduct
• P.A. No. 22-15 Sec. 6(a)[ii]	• R.C.S.A. § 16-47a-3(g) and (h)[iv]	

Supporting Process Key Search Words:
Change Customer

Policy:

For employees with update capabilities in the Customer service system:

1. No Eversource employees (including vendors, temporary employees, and authorized agents) may initiate changes and/or account transactions to *their own* account in the Customer service system.
2. All Eversource employees (including vendors, temporary employees, and authorized agents) must notify their immediate supervisor(s) before they are allowed to knowingly process system changes and/or account transactions through the Customer service system to:
    - other employees
    - related person[1]
    - acquaintances
    - roommates
    - any individual or entity with whom the employee has a landlord/tenant relationship
    - any individual or entity with whom the employee has any direct or indirect business relationship (other than ownership of a nominal amount of securities of a publicly owned corporation).
3. As Customers, employees may initiate changes to their own service account through the Company's customer self-service channels.

See also Code of Business Conduct.

[1] For the purposes of this policy, a Related Person is your spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, in-law, step relative, life partner, other individual residing within your household, or a person with whom you have a special, romantic, or intimate relationship.

[i] Public Act No. 08-167 Sec. 1(a) Any person in possession of personal information of another person shall safeguard the data, computer files and documents containing the information from misuse by third parties, and shall destroy, erase or make unreadable such data, computer files and documents prior to disposal.

[ii] Public Act No. 22-15 Sec. 6(a) A controller shall:
(1) Limit the collection of personal data to what is adequate, relevant and reasonably necessary in relation to the purposes for which such data is processed, as disclosed to the consumer;
(2) except as otherwise provided in sections 1 to 11, inclusive, of this act, not process personal data for purposes that are neither reasonably necessary to, nor compatible with, the disclosed purposes for which such personal data is processed, as disclosed to the consumer, unless the controller obtains the consumer's consent;
(3) establish, implement and maintain reasonable administrative, technical and physical data security practices to protect the confidentiality, integrity and accessibility of personal data appropriate to the volume and nature of the personal data at issue;
(4) not process sensitive data concerning a consumer without obtaining the consumer's consent, or, in the case of the processing of sensitive data concerning a known child, without processing such data in accordance with COPPA;
(5) not process personal data in violation of the laws of this state and federal laws that prohibit unlawful discrimination against consumers;
(6) provide an effective mechanism for a consumer to revoke the consumer's consent under this section that is at least as easy as the mechanism by which the consumer provided the consumer's consent and, upon revocation of such consent, cease to process the data as soon as practicable, but not later than fifteen days after the receipt of such request; and
(7) not process the personal data of a consumer for purposes of targeted advertising, or sell the consumer's personal data without the consumer's consent, under circumstances where a controller has actual knowledge, and willfully disregards, that the consumer is at least thirteen years of age but younger than sixteen years of age. A controller shall not discriminate against a consumer for exercising any of the consumer rights contained in sections 1 to 11, inclusive, of this act, including denying goods or services, charging different prices or rates for goods or services or providing a different level of quality of goods or services to the consumer.

[iii] R.C.S.A. § 16-244h-4(a) concerns parameters for disclosure of electric customer information.

[iv] R.C.S.A. § 16-47a-3. (g) Each gas company shall take steps to prevent inappropriate disclosure of customer information. (h) Each gas company shall establish guidelines for its employees to follow with regard to complying with this section.

Title: Customer Requested Meter Test	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 180.3
Description of Purpose: This policy provides guidelines for customer requested meter testing.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-259[i]

Regulations & Rulings:
- R.S.C.A. § 16-11-25[ii]
- R.S.C.A. § 16-11-26[iii]
- R.S.C.A. § 16-11-27[iv]
- R.S.C.A. § 16-11-35[v]
- R.S.C.A. § 16-11-126[vi]
- R.S.C.A. § 16-11-127[vii]
- R.S.C.A. § 16-11-110[viii]
- Docket No. 07-08-14, Final Decision Feb. 27, 2008, Order No. 12.[ix]

Related Policies:
- 110.3 – Backbilling

Supporting Process Key Search Words:
- Meter Test

Policy:

1. Upon oral or written request by a Customer, the Company will perform a meter test in the presence of the Customer or their authorized representative, provided a test has not been performed within the last twelve months.

2. Customers must abide by the results of the meter test as the basis for any adjustment of disputed charges. Depending on the results of the test, adjustments will be made accordingly. Reference (Policy 110.3 – Backbilling)

3. Upon request by a Customer or upon an order for a meter test made by the Public Utility Regulatory Authority ("PURA"), the Company will notify the Customer in writing within one week of receiving the request, stating that the Customer or the Customer's authorized representative has a right to be present during the test. The letter should explain that a representative from the Company will contact the Customer within ten (10) days of the original request, in order to schedule the test.

4. When the representative contacts the Customer, they shall explain that the meter test must be scheduled within the next ten (10) days, at a time during the normal operating hours of the Company, which is convenient to both the Customer or his representative and the Company. PURA may also have a representative present for the test.

5. In the event that the Customer expresses the desire NOT to be present, a letter will be sent to the Customer confirming this decision and notifying them that the meter test will be conducted within ten days of the request.

6. For an electric meter test, in order to protect the safety of the Customer or PURA representative in the event of an electrical flash that may occur during a witnessed meter test, the Company will require the witness(es) to stand back a minimum of 10 feet from the meter while the actual test is being performed. In the event the witness does not comply with these requirements, the meter test will not be completed. The Customer will be informed of this policy either orally or in writing prior to the test.

7. The Company will issue a written report of the meter test results to the Customer within five business days after the test is completed.

- Upon Customer request and the payment of a ten-dollar ($10.00) fee to PURA, PURA may cause a meter to be inspected. Once the Company is notified by PURA that a test is to be scheduled, the Company cannot adjust, disturb, or remove the meter in question, except as directed by the authorized PURA representative. The Company will reimburse the customer for the inspection fee if the meter is found to register inaccurately.

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[i] C.G.S. § 16-259. Upon petition of any person and the payment of a fee of ten dollars for each meter, the Public Utilities Regulatory Authority may cause to be inspected any meter used in measuring electricity, gas or water supplied to the petitioner. The authority may prescribe such limits of variation from accurate registration by such meters as it determines to be reasonable. The company supplying electricity, gas or water through any such meter shall reimburse the petitioner for the inspection fee if the meter is found not to register accurately within the limit of variation so prescribed, and the company may not again use the meter until it is corrected and approved by the authority.

[ii] R.C.S.A. § 16-11-25. Every gas company shall, upon written request of a customer, and, if he so desires, in his presence or that of his authorized representative, make a test of the accuracy of the meter in use at his premises; provided the meter has not been verified by the gas company within the period of one year previous to such request and provided the customer will agree to abide by the results of such tests as the basis for the adjustment of disputed charges. Upon such request by a customer, or upon an order for a meter test made by the department, the company shall notify the customer, in writing and within one week of the request for the meter test, that he, or his authorized representative, has the right to be present at the meter test. If said customer, or his authorized representative, desires to be present at the meter test, the customer or his authorized representative shall contact the company within 10 (ten) days of the written notification to arrange to be present at the test. Upon such notification, the company shall schedule a meter test, at a time during the normal operating hours of the company's meter testing facility, which is convenient to both the customer, or his authorized representative, and the company, as soon as possible. A written report of the results of the test shall be furnished the customer by the gas company.

[iii] R.C.S.A. § 16-11-26. A gas company, after notification by the commission that a test is to be made pursuant to the provisions of section 16-259 of the general statutes, shall not adjust, disturb or remove the meter in question, except as directed by the authorized representative of the commission.

[iv] R.C.S.A. § 16-11-27. (a) All meter tests shall be made by thoroughly trained personnel. (b) All tests in determining accuracy of any gas service meter shall be made with a meter prover, unless, because of the unusual capacity or construction

of the meter, such method of test is considered impracticable, and another method of test has received the approval of the commission.

[v] R.S.C.A. § 16-11-35. (a) Whenever the test of a meter reveals it to be fast by more than four per cent, the gas company shall refund to the customer such percentage of the amount of bills covering the consumption indicated by the meter for the previous six months as the meter was found to be in error at the time of test, unless it can be shown from the records of either party that the error found has existed for a greater or lesser period, in which case the refund shall cover such actual period. (b) In the case of a nonregister meter, the customer may be billed on an estimate based on previous bills for similar usage. (c) If unmetered gas is used without permission, the customer may be billed on a reasonable estimate of the gas consumed.

[vi] R.C.S.A. § 16-11-126. Every electric company shall, upon written request of a customer and, if he so desires, in his presence or that of his authorized representative, make a test of the accuracy of the meter in use at his premises; provided the meter has not been verified by the electric company within the period of one year previous to such request, and provided the customer shall agree to abide by the results of such test as the basis for any adjustment of disputed charges. Upon request by a customer, or upon an order for a meter test made by the department, the company shall notify the customer, in writing and within one week of the request for the meter test, that he, or his authorized representative, has the right to be present at the meter test. If said customer, or his authorized representative, desires to be present at the meter test, the customer or his authorized representative shall contact the company within 10 (ten) days of the written notification to arrange to be present at the test. Upon such notification, the company shall schedule a meter test, at a time during the normal operating hours of the company, which is convenient to both the customer, or his authorized representative, and the company, as soon as possible. A written report of the results of the test shall be furnished the customer by the electric company.

[vii] R.S.C.A. § 16-11-127. (a) In accordance with section 16-259 of the general statutes the commission, upon request, will cause to be tested for accuracy the electric meter on a customer's premises. (b) An electric company, after notification by the commission that a test is to be made pursuant to the provisions of said section 16-259, shall not adjust, disturb or remove the meter in question, except as directed by the authorized representative of the commission.

[viii] R.S.C.A. § 16-11-110. (a) Whenever the test of a meter reveals it to be fast by more than four per cent, the electric company shall refund to the customer such percentage of the total amount of bills covering the consumption indicated by the meter for the previous six months as the meter was found to be in error (see sec. 16-11-120 (d)) at the time of the test, unless it can be shown from the records of either party that the error has existed for a greater or lesser period, in which case the refund shall cover such actual period. (b) No refund shall be allowed in any case if the seal on the customer's meter is found to be broken or if there is any other evidence that the meter has been tampered with. (c) In the event of a nonregistering meter, the customer may be billed on an estimate based on previous usage. (d) If unmetered electricity is used without permission, the customer may be billed on an estimate of the energy consumed.

[ix] Order No. 12 of Decision dated Feb. 27, 2008, in Docket Number 07-08-14, PURA Investigation in the Connecticut Light and Power Company's Manner of Operation and Accuracy of its Electricity Meters, states "CL&P shall conduct meter tests within ten days when requested by a customer."

Title: Days on which Termination is Prohibited	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 190.3
Description of Purpose: This policy provides guidelines for days when terminating electric or gas service for nonpayment is prohibited.		
Owner: Director, Meter Reading & Field Operations		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• C.G.S. § 16-262c[i]	• R.C.S.A. §16-3-100(b)(3)(N) and (O)[ii]	• 370.3 – Service Termination During Extreme Temperatures and Severe Weather

Supporting Process Key Search Words:
Days on which Termination is Prohibited

Policy:

Electric and Gas service will not be terminated for non-payment any:

- Friday[1],
- Saturday,
- Sunday,
- PURA furlough day, or
- The day before or day of a state or federal holiday
- At any time outside of the Company's business hours, or within one hour before the closing.

In addition, during the annual winter protection period (November 1 to May 1), electric and gas service for residential customers who have a *verified hardship*[2]*:*

- will not be terminated for non-payment and
- will not be refused reinstatement.

[1] A *non*-residential Customer's service *may* be terminated on a Friday (which is not a legal holiday or the day before a legal holiday) provided that the Company's business hours are open on the succeeding Saturday.

[2] As defined in Conn. Gen. Stat. §16-262c(b)(3) where the Customer lacks the financial resources to pay his entire account.

[i] C.G.S. § 16-262c Each electric distribution and gas company, electric supplier and municipal utility shall, not later than December first, annually, submit a report to the authority and the General Assembly indicating (1) the number of customers in each of the following categories and the total delinquent balances for such customers as of the preceding May first: (A) Customers who are hardship cases and (i) who made arrangements for reasonable amortization agreements, (ii) who did not make such arrangements, and (B) customers who are nonhardship cases and who made arrangements for reasonable amortization, (2) (A) the number of heating customers receiving energy assistance during the preceding heating season and the total amount of such assistance, and (B) the total balance of the accounts of such customers after all energy assistance is applied to the accounts, (3) the number of hardship cases reinstated between November first of the preceding year and May first of the same year, the number of hardship cases terminated between May first of the same year and November first and the number of hardship cases reinstated during each month from May to November, inclusive, of the same year, (4) the number of reasonable amortization agreements executed and the number breached during the same year by (A) hardship cases, and (B) nonhardship cases, and (5) the number of accounts of (A) hardship cases, and (B) nonhardship cases for which part or all of the outstanding balance is written off as uncollectible during the preceding year and the total amount of such uncollectibles.

[ii] R.C.S.A. § 16-3-100. (b) Grounds for termination; termination with and without notice: utility service may be terminated only for the following reasons: (N) terminate utility service for any of the reasons provided in subsection (b)(2) of this section, on any Friday, Saturday, Sunday, state or federal holiday or day before any state or federal holiday or at any time during which the business offices of the company are not open to the public or within one hour before the closing of such offices, except that a commercial or industrial customer's utility service may be terminated on a Friday provided that the utility company's business offices are open on Saturdays; (O) terminate, between November 1 and April 15, gas or electric service to a residential customer whose service is subject to termination for nonpayment of a delinquent account until the company first gives the customer, in person or by certified mail, notice of the customer rights as filed with the DPUC in accordance with subsection (c)(2) of this section.

Title: Denial of Service	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 200.3
Description of Purpose: This policy provides guidelines for denials of utility service in accordance with Public Utilities Regulatory Authority regulations.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statues & Cases:	Regulations & Rulings:	Related Policies:
• N/A	• R.C.S.A. § 16-3-100(b)(3)(G)-(L)[i]	• N/A

Supporting Process Key Search Words:
- Denial of Service Residential

Policy:

The Company will not terminate or deny electric or gas service for any of the following reasons:

- Failure to pay for merchandise purchased from the Company.
- Failure to pay for a different type of service, or for a different class of service, at the present service location or at another location.
- Failure to pay for repair of Customer-owned or rented equipment.
- Failure to pay the bill of another Customer as guarantor of the bill.
- Failure to pay for service consumed by a previous occupant of the premises to be served.
- Failure to pay a charge found to be improper for billing purposes.

[i] R.C.S.A. § 16-3-100(b)(3)(G)-(L) governs exceptions for the termination of a utility service. Notwithstanding subdivisions (1) and (2) of this subsection, no utility company shall:… (G) terminate or deny utility service for failure to pay for merchandise purchased from the utility; (H) terminate or deny utility service for failure to pay for a different type of utility service (i.e. electric and gas or repair of customer owned or rented equipment) or for a different class of service (i.e. commercial or residential) at the same or another location or for repair of customer owned or rented equipment; (I) terminate or deny utility service for failure to pay the bill of another customer as guarantor thereof; (J) terminate or deny utility service for failure to pay a charge found to be improper for billing purposes under sections 16-11-23, 16-11-35, 16-11-71, 16-11-83, 16-11-84, 16-11-110, and 16-11-120 of the Regulations of Connecticut State Agencies; (K) terminate or deny utility service for failure to pay an estimated bill unless the customer refuses to provide access for the reading of the meter during the company's normal working day or to provide a customer reading, except where the company may estimate a bill in accordance with sections 16-3-102, 16-11-34, 16-11-35, 16-11-71, 16-11-107, and 16-11-102 of the Regulations of Connecticut State Agencies; (L) terminate or deny utility service for delinquency in payment for service by a previous occupant of the premises to be served

Title: Determination of Collection Action	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 210.3
Description of Purpose: This policy provides guidelines for collections actions for accounts that have a past due balance.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:

Regulations & Rulings:
- R.C.S.A.§ 16-3-100(j)(3)(E)[i] and R.C.S.A. § 16-3-100(g)(4)[ii]

Related Policies:
- 100.3 – Access to Company Equipment
- 310.3 – Notice of Shutoff for Non-Payment
- 340.3 – Rent Receiverships
- 360.3– Serious Illness/Life Threatening Condition
- 365.3 – Infant Medical Protection
- 430.3 – Winter Protection

Supporting Process Key Search Words:
- Collections, Disconnection, Termination

Policy:

- The Company will take collection action on electric and gas accounts with past due balances, while taking into account applicable legal statutes and cases, regulations and rulings and Related Policies.
- A customer's account is considered past due if payment is not received within 28 days of the statement date.
- If a payment is not satisfied in that timeframe the customer's service would be subject to collections notifications and processes, including service disconnection.
- The Company may make allowances for extenuating circumstances brought to the Company's attention.

[i] R.C.S.A. § 16-3-100(j)(3)(E). This regulation covers: (a) definitions; (b) grounds for termination; termination with and without notice; (c) notice of customers rights; (d) notice of termination; (e) termination and serious illness; (f) review of reasonable amortization agreements and hardship cases; (g) review of disputed accounts; (h) notification of third parties; (i) termination of service to tenants; and (j) termination of spouses' and former spouses' utility service.

[ii] Under R.C.S.A. §16-3-100(g)(4) review of disputed accounts: Legal remedies preserved. Except when a customer has entered into an arrangement for the payment of past due bills pursuant to subsections (e) or (g) of this section and has complied with all requirements of such arrangement and of subsection (e), (f), or (g) of this section, as appropriate, none of the provisions of this section shall be construed to prevent a utility company or a customer from pursuing, at any time, any legal remedies regarding customer accounts provided, however, that nothing in subsections (f) and (g)(4) of this section shall be construed to entitle a utility company or a customer to more than one hearing concerning the same issues in dispute.

Title: Service Protection while Complaint Pending	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 220.3
Description of Purpose: This policy provides guidelines for protection of service while a customer complaint, investigation, hearing, appeal, or request for Review Officer evaluation is pending.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• C.G.S. § 16-262d (c) and (d)[i]	• R.C.S.A. § 16-3-100 (b)(3)(D)[iii]	• 240.3 – Grounds for Termination
• C.G.S. § 16-262c(b)(7)(A) &(B)[ii]	• R.C.S.A. § 16-3-100 (f)[iv]	• 290.3 – Late Payment Charge
	• R.C.S.A. § 16-3-100 (g)[v]	• 300.3 – Limitations on Termination
	• Annual Arrears Management and E.A. Assistance Dockets	

Supporting Process Key Search Words:
- Dispute, Complaint, Review Officer

Policy:

The Company will not terminate electric or gas service to any Customer of record that is the subject of a *pending complaint, investigation, hearing, or appeal* brought by the Customer due to the subject matter in the pending complaint, investigation, hearing, or appeal.

- Nothing shall relieve a Customer of their obligation to pay any current and undisputed bill, or portion of any bill that is *not* in dispute.
- The Company may terminate service to a Customer during a pending complaint, investigation, hearing, or appeal if the Company finds that there are other grounds for termination, including failure to pay any undisputed delinquent balance or due to the presence of a hazardous condition.

The Company will notify eligible Customers of the Review Officer process. Any investigation conducted by the Company and/or PURA will be subject to the requirements and timelines in R.C.S.A. § 16-3-100(g).

[i] C.G.S. § 16-262d. (c) No such company, electric supplier or municipal utility shall effect termination of service to a residential dwelling for nonpayment during the pendency of any complaint, investigation, hearing or appeal, initiated by a customer within such period of time after the mailing of a termination notice pursuant to subsection (a) of this section as the Public Utilities Regulatory Authority may by regulation establish; provided, any telephone company during the pendency of any complaint, investigation, hearing or appeal may terminate telephone service if the amount of charges accruing and outstanding subsequent to the initiation of any complaint, investigation, hearing or appeal exceeds on a monthly basis the average monthly bill for the previous three months or if the customer fails to keep current his telephone account for all undisputed charges or fails to comply with any amortization agreement as hereafter provided. (d) Any customer who has initiated a complaint or investigation under subsection (c) of this section shall be given an opportunity for review of such complaint or investigation by a review officer of the company, electric supplier or municipal utility other than a member of such company's, electric supplier's or municipal utility's credit authority, provided the Public Utilities Regulatory Authority may waive this requirement for any company, electric supplier or municipal utility employing fewer than twenty-five full-time employees, which review shall include consideration of whether the customer should be permitted to amortize the unpaid

balance of his account over a reasonable period of time. No termination shall be effected for any customer complying with any such amortization agreement, provided such customer also keeps current his account for utility service as charges accrue in each subsequent billing period.

[ii] C.G.S. § 16-262c(b)(7). (A) All electric distribution and gas companies, electric suppliers and municipal utilities furnishing electricity or gas shall collaborate in developing, subject to approval by the Public Utilities Regulatory Authority, standard provisions for the notice of delinquency and impending termination under subsection (a) of section 16-262d. Each such company and utility shall place on the front of such notice a provision that the company, electric supplier or utility shall not effect termination of service to a residential dwelling for nonpayment of disputed bills during the pendency of any complaint. In addition, the notice shall state that the customer must pay current and undisputed bill amounts during the pendency of the complaint.
(B) At the beginning of any discussion with a customer concerning a reasonable amortization agreement, any such company or utility shall *inform the customer*

(i) of the availability of a process for resolving disputes over what constitutes a reasonable amortization agreement,
(ii) that the company, electric supplier or utility will refer such a dispute to one of its review officers as the first step in attempting to resolve the dispute, and
(iii) that the company, electric supplier or utility shall not effect termination of service to a residential dwelling for nonpayment of a delinquent account during the pendency of any complaint, investigation, hearing or appeal initiated by the customer, unless the customer fails to pay undisputed bills, or undisputed portions of bills, for service received during such period.

[iii] R.C.S.A. § 16-3-100 (b)(3)(D) governs an exception for the termination of a utility service. Notwithstanding subdivisions (1) and (2) of this subsection, no utility company shall:…(D) terminate utility service to a customer during the pendency of any complaint, investigation, hearing or appeal initiated by such customer under subsections (f) and (g) of this section; provided, however, that *nothing in this subparagraph shall be construed to relieve a customer of the obligation to pay any undisputed bill or portion thereof* during the pendency of any such complaint, investigation, hearing or appeal nor shall prohibit the company from interrupting service to interruptible customers consistent with DPUC-approved tariffs.

[iv] R.C.S.A. § 16-3-100(f). Review of reasonable amortization agreements and hardship cases. (1) If a residential customer and an electric or gas utility company are unable to reach a reasonable amortization agreement as specified in subsection (b)(3)(A) of this section, or from November 1st to April 15th are unable to agree on whether the customer is a hardship case and lacks the financial resources to pay his or her entire account, the company shall not terminate service, but shall refer the customer to a specified review officer. The review officer shall attempt to reach a reasonable amortization agreement with the customer. (2) From November 1st to April 15th inclusive, if a review officer cannot reach a reasonable amortization agreement with a residential customer, the review officer shall determine if the customer is a hardship case. The company may request that the residential customer provide written documentation certifying that he or she is a hardship case and may require such documentation from a social service or other aid agency. All gas and electric utility companies shall file their procedures and requirements for determining hardship cases with the DPUC for its review no later than 45 days of the enactment of this section and periodically thereafter as determined by the DPUC. (3) If the residential customer disagrees with a review officer on a reasonable amortization agreement or on a decision by the review officer as to whether or not the customer qualifies as a hardship case (November 1st to April 15th), the review officer shall provide a written report to said customer. Such report shall provide the DPUC's Consumer Assistance and Information Division's toll free telephone number and inform the customer that, no later than 5 days after the receipt of the report, he or she has the right to appeal to the DPUC's Consumer Assistance and Information Division for an informal investigation. The DPUC's Consumer Assistance and Information Division shall investigate the dispute no later than 5 days after the customer's request. (4) If the DPUC's Consumer Assistance and Information Division is unable to settle the dispute to the satisfaction of both customer and company, either the customer or the company may appeal in the form of a formal complaint with the DPUC pursuant to part I of article 4 of the DPUC's rules of practice requesting a hearing before a DPUC hearing officer. The provisions of section 16-3-100 (g)(3) shall apply. During the time which a customer is appealing a reasonable amortization agreement or denial of hardship status to a utility company or to the DPUC, no terminations shall be effected. (5) Nothing in this section shall prohibit a gas or electric utility company from terminating gas or electric service after April 15th and prior to November 1st where a customer has a delinquent account and where no amortization agreement has been made, or where such an agreement made pursuant to these regulations has been broken during the last 12 months except where a customer and the company have agreed to change the terms of an amortization agreement in accordance with the changed financial circumstances of the customer as provided in section 16-3-100 (b)(3)(A),

or where the customer has filed an appeal with the DPUC in accordance with this subsection based upon any of the following grounds: (i) a reasonable amortization agreement could not be reached; (ii) a reasonable amortization agreement was broken; or (iii) the customer has a serious illness certificate or life threatening situation certificate in accordance with subsection (e)(2) of this section.

[v] R.C.S.A. § 16-3-100(g). Review of disputed accounts. Utility service shall not be terminated for any of the reasons listed in section 16-3-100 (b)(2) while any matter pertaining to a reason for termination is in dispute provided the customer has notified the company of the dispute and the customer pursues the dispute according to the following procedure: (1) investigation by the company. (A) If the company has mailed a termination notice to a customer and the customer has made a complaint to the company subsequent to issuance of a termination notice, the company shall not terminate service until it has notified the customer orally or in writing of its resolution of the complaint and that the customer may, no later than 7 days after receipt of such notice, request orally or in writing that the complaint be referred to a review officer. If no request is received no later than 7 days from such notification, service may be terminated with no further notice. (B) If a matter has been referred to a review officer pursuant to subsection (g)(1)(A) of this section, or if, after contacting a customer service representative of the utility company, a customer notifies the review officer by telephone, by mail or in person no later than 13 days after the mailing of a termination notice that any matter related to the proposed termination remains in dispute, including, without limitation, the existence of serious illness in the customer's residence, the accuracy of the amount of the bill or the proper party to be billed, then the review officer shall investigate the customer's complaint, using any procedures appropriate under the circumstances, including but not limited to actual meter readings, and shall send notice in writing to the customer of the review officer's determination of the dispute. In addition, if requested by the customer, the review officer shall consider whether or not it is appropriate to enter into an agreement whereunder the customer is permitted to amortize the unpaid balance of the account over a reasonable period of time while simultaneously keeping current his or her account for utility service as charges accrue in each subsequent billing period. (C) The written notice of the decision of the review officer shall be sent to the customer no later than 10 days of the receipt of the customer's complaint and shall contain the following statement: "If you still consider our bill to be inaccurate in any respect or if you have any other complaint pertaining to this matter, you have a right to request a further investigation by the Department of Public Utility Control no later than 10 days of the date of the mailing or delivering of this decision." (2) Investigation by the DPUC. (A) Not later than 10 days after the mailing or delivering of the review officer's decision to the customer, the customer or the utility company may request in writing that the DPUC conduct an investigation of the matter in dispute pursuant to section 16-1-116 of the DPUC regulations, and the DPUC shall issue an order forthwith directing that such an investigation be commenced by the DPUC staff no later than seven days after receipt of said request. (B) After completing its investigation, the DPUC staff shall, if requested by either party, prepare a written report summarizing its findings and shall cause both parties to receive a copy of such report no more than 10 days after the commencement of such investigation, except, the DPUC, within its discretion and for good cause shown, may have an additional seven days after the expiration of the initial 10 day period to prepare its staff report. (3) Right to a hearing before a DPUC hearing officer. (A) If the utility and customer are unable to resolve the dispute based upon the report of the DPUC staff, then no later than 10 days after the mailing of the DPUC staff report, either the customer or the utility company may file a formal complaint with the DPUC pursuant to part 1 of article 4 of the DPUC rules of practice requesting a hearing before a DPUC hearing officer. (B) Upon the timely filing of such a complaint, the DPUC shall issue an order appointing a hearing officer and requiring that such a hearing be commenced not more than 20 nor less than 10 days after the date of filing, provided the DPUC shall mail notice thereof to the parties in interest at least seven days prior to any such hearing. (C) Such hearing shall be deemed to be a "contested case" within the meaning of Connecticut General Statutes section 4-166(2) and section 16-1-2(e) and sections 16-1-16 through 16-1-44, inclusive, of the Regulations of Connecticut State Agencies. (D) The report of the DPUC staff shall be part of the record in such hearing and shall be given whatever weight the hearing officer and the DPUC may deem appropriate. (E) Pending final determination, the DPUC may enter any temporary order which it deems just and equitable. (F) The hearing officer shall ascertain the facts and report thereon to the DPUC and may prepare the DPUC's docket file and order. (G) Not later than 20 days after the closing of the hearing, the DPUC shall issue a final order in writing. (H) The final order shall direct services to be continued or terminated forthwith and may impose such terms and conditions as the DPUC deems equitable to both the customer and the company. Nothing in this section 16-3-100 (g) shall prevent either the customer or the utility company from pursuing any available legal or equitable remedies with respect to the DPUC's decision. (4) Legal remedies preserved. Except when a customer has entered into an arrangement for the payment of past due bills pursuant to subsections (e) or (g) of this section and has complied with all requirements of such arrangement and of subsection (e), (f), or (g) of this section, as appropriate, none of the provisions of this section shall be construed to prevent a utility company or a customer from pursuing, at any time, any legal remedies regarding customer accounts provided, however, that nothing in subsections (f) and (g)(4) of this section shall be construed to entitle a utility company or a customer to more than one hearing concerning the same issues in dispute.

Title: Residential Shutoff Protection - with Partial Payment and Plan	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 230.3
Description of Purpose: This policy provides guidelines for a residential customer to receive protection from shutoff by making a partial payment and enrolling in a payment plan.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262c(b)(4)(A) [i]

Regulations & Rulings:
- R.C.S.A. § 16-3-100 (b)(2)(B)[ii]
- Docket No. 21-07-01 Final Decision April 20, 2022[iii]

Related Policies:
- 210.3 – Determination of Collection Action
- 430.3 – Winter Protection
- 240.3 – Grounds for Service Shutoff

Supporting Process Key Search Words:
SONP, Shutoff, Termination, Partial, Disconnect, 20%

Policy:

The company will *not* terminate service to a residential Customer who:
- Meets PURA-directed minimum payment and payment plan[1] requirements to maintain service or;
- Has received a termination notice and paid 20% or more of the total balance due. An eligible residential customer can use this payment option one time in a 12-month period.

This policy is *not relevant* for verified financial hardship or certified medically protected customers during the winter protection period because their service is protected during that period.

[1] Payment plans include the Matching Payment Plan and flexible payment plans.

[i] C.G.S. § 16-262c(b)(4)(A). Each gas company and electric distribution company shall deduct an arrearage from the account of a residential customer of such company if the customer (i) meets the income eligibility requirements of the Connecticut energy assistance program or state appropriated fuel assistance program; (ii) authorizes the gas or electric distribution company to send a copy of the customer's monthly bill directly to any energy assistance agency for payment; (iii) enters into and complies with an amortization agreement, which agreement is consistent with decisions and policies of the Public Utilities Regulatory Authority; and (iv) is eligible for financial hardship programs with the gas or electric distribution company. The amount of an arrearage deducted under this subparagraph shall be equal to the customer's monthly payment pursuant to an amortization agreement under this subdivision, provided the customer meets the requirements of subparagraphs (A)(i) to (A)(iv), inclusive, of this subdivision for the month immediately preceding such payment.

[ii] R.C.S.A. §16-3-100(b)(2)(B). Grounds for termination; termination with and without notice: utility service may be terminated only for certain reasons, including subpart (2)(B): where residential service is being provided pursuant to an agreement whereunder the customer is permitted to amortize the delinquent balance of an account for service provided to that customer over a reasonable period of time, and the customer fails to comply with the terms of the agreement, or to simultaneously keep current the customer's account for utility service as charges accrue in each subsequent billing period. Where the customer has made a payment or payments amounting to 20% of the balance due, notice pursuant to subsections (d)(1)(A) and (d)(1)(B) of this section of the conditions the customer must meet to avoid termination of service shall be required. Such notice shall not entitle the customer to further review as provided by subsection (f) of these regulations or to additional notice upon subsequent payment of 20% of the balance due. The provisions of this subparagraph (B) shall not apply from November 1st to April 15th to residential customers receiving electric utility service, who have been determined to be hardship cases and to lack the financial resources to pay the entire account. From November first to April fifteenth, inclusive, no gas company and no municipal utility furnishing gas shall terminate or refuse to reinstate residential gas service in hardship cases where the customer uses such gas for heat and lacks the financial resources to pay his or her entire account, except a gas company that, between April sixteenth and October thirty-first, terminated gas service to a residential customer who uses gas for heat and who, during the previous period of November first to April fifteenth, had gas service maintained because of hardship status, may refuse to reinstate the gas service from November first to April fifteenth, inclusive, only if the customer has failed, since the preceding November first, to make a customer payment of the lesser of: (i) twenty percent of the outstanding principal balance owed the gas company as of the date of termination; (ii) one hundred dollars, or (iii) the minimum payments due under the customer's reasonable amortization agreement;

[iii] Decision dated April 20, 2022, in Docket No. 21-07-01, Application of The Connecticut Light and Power Company and Yankee Gas Services Company, each individually d/b/a Eversource Energy, The United Illuminating Company, Connecticut Natural Gas Corporation, and The Southern Connecticut Gas Company for Approval of Arrearage Forgiveness Program 2021-2022, at 58-68.

Title: Grounds for Service Shutoff	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 240.3
Description of Purpose: This policy provides guidelines for termination of service with or without notification.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262d[i]
- P.A. No. 09-31[ii]

Regulations & Rulings:
- R.C.S.A § 16-3-100(b)[iii]

Related Policies:
- 100.3 – Access to Company Equipment
- 110.3 – Backbilling
- 150.3 – Commercial Industrial Application for Service Including Security Deposits
- 210.3 – Determination of Collection Action
- 430.3 – Winter Protection

Supporting Process Key Search Words:
- Shutoff, SONP, Service Shutoff, Disconnection

Policy:

The Company may terminate service *without notification* for the reasons specified below:

- If the provision of electric or gas creates a condition determined by the Company to be hazardous.
- At the request of a state or local fire or police authority.
- If the Company has complied with all applicable laws and PURA regulations governing termination of service not requested by the Customer.

Hardship customers between November 1 to May 1 may not be terminated. (Refer to Policy 210.3 – Determination of Collection Action and Policy 430.3 – Winter Protection.)

The Company may terminate service *with notification* for the reasons specified below:

1. Failure of a Customer to comply with the terms of a payment arrangement
2. In the event of tampering with wires, pipes, meters, or other utility equipment by a customer.
3. Fraud or material misrepresentation in obtaining utility service.
4. Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
5. Violation of, or noncompliance with, the Tariffs of the Company which have been filed with and approved by the PURA.
6. Failure of the Customer to provide the Company with reasonable access to its equipment. (Refer to 100.3 Access to Company Equipment).

7. Customer failure or refusal to reimburse the Company for repairs to or loss of Company.
8. Failure of the Customer to furnish such service, equipment, permits, certificates, or rights-of-way as shall have been specified by the Company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.
9. Nonpayment of a delinquent account, Service may not be terminated for this reason from November 1 to May 1 to residential customers who have been determined to be hardship cases (Refer to Policy 210.3 – Determination of Collection Action and Policy 430.3 – Winter Protection).
10. Failure of a nonresidential Customer to fulfill any other obligation under the Customer's contract with the Company.
11. If unauthorized unmetered service or unauthorized metered service is found to be used. (Refer to Policy 110.3 – Backbilling).
12. When providing service conflicts with federal, state, or local government law, ordinance, or order.
13. In the event of a person's failure to provide identification no later than 15 days of opening an account.
14. In the case of a commercial or industrial Customer, if, after initial service has been set up, the Customer fails to comply with the requirements of the Company's application and/or security deposit process.

[i] C.G.S. § 16-262d. Termination of residential utility service on account of nonpayment. Notice. Nontermination in event of illness during pendency of customer complaint or investigation. Amortization agreement. Appeal. Notice re credit rating information.
(a) No electric distribution, gas, telephone or water company, no electric supplier and no municipal utility furnishing electric, gas or water service may terminate such service to a residential dwelling on account of nonpayment of a delinquent account unless such company, electric supplier or municipal utility first gives notice of such delinquency and impending termination by first class mail addressed to the customer to which such service is billed, at least thirteen calendar days prior to the proposed termination, except that if an electric distribution or gas company, electric supplier or municipal utility furnishing electric or gas service has issued a notice under this subsection but has not terminated service prior to issuing a new bill to the customer, such company, electric supplier or municipal utility may terminate such service only after mailing the customer an additional notice of the impending termination, addressed to the customer to which such service is billed either (1) by first class mail at least thirteen calendar days prior to the proposed termination, or (2) by certified mail, at least seven calendar days prior to the proposed termination. In the event that multiple dates of proposed termination are provided to a customer, no such company, electric supplier or municipal utility shall terminate service prior to the latest of such dates. For purposes of this subsection, the thirteen-day periods and seven-day period shall commence on the date such notice is mailed. If such company, electric supplier or municipal utility does not terminate service within one hundred twenty days after mailing the initial notice of termination, such company, electric supplier or municipal utility shall give the customer a new notice at least thirteen days prior to termination. Every termination notice issued by a public service company, electric supplier or municipal utility shall contain or be accompanied by an explanation of the rights of the customer provided in subsection (c) of this section.
(b) No such company, electric supplier or municipal utility shall effect termination of service for nonpayment during such time as any resident of a dwelling to which such service is furnished is seriously ill, if the fact of such serious illness is certified to such company, electric supplier or municipal utility by a registered physician, a physician assistant or an advanced practice registered nurse within such period of time after the mailing of a termination notice pursuant to subsection (a) of this section as the Public Utilities Regulatory Authority may by regulation establish, provided the customer agrees to amortize the unpaid balance of his account over a reasonable period of time and keeps current his account for utility service as charges accrue in each subsequent billing period.
(c) No such company, electric supplier or municipal utility shall effect termination of service to a residential dwelling for

nonpayment during the pendency of any complaint, investigation, hearing or appeal, initiated by a customer within such period of time after the mailing of a termination notice pursuant to subsection (a) of this section as the Public Utilities Regulatory Authority may by regulation establish; provided, any telephone company during the pendency of any complaint, investigation, hearing or appeal may terminate telephone service if the amount of charges accruing and outstanding subsequent to the initiation of any complaint, investigation, hearing or appeal exceeds on a monthly basis the average monthly bill for the previous three months or if the customer fails to keep current his telephone account for all undisputed charges or fails to comply with any amortization agreement as hereafter provided.

[ii] Public Act No. 09-31 Sec. 1(a) A person seeking to terminate electric, gas, telecommunications or water service to a residential dwelling shall provide to the electric distribution, gas, telecommunications or water company, electric supplier or municipal utility providing such service either (1) identification, as defined in section 16-49e of the general statutes, (2) the password previously provided by the customer of record for such service, (3) the customer code provided by the company, supplier or utility, or (4) other reasonable identification method established by the company, supplier or utility sufficient to establish that the person authorizing the termination is the customer of record or the customer's authorized representative. Such company, supplier or utility shall not terminate service if the person does not provide such reasonable identification.
(b) If a person or entity, other than a customer of record or the customer's authorized representative, seeks to terminate electric, gas, telecommunications or water service to a residential dwelling, the company, supplier or utility shall not terminate service unless, nine or more days prior to the requested termination date, the company, utility or supplier sends a notification letter to the customer of record at the customer's last-known address.

Notwithstanding the requirements of this section, an electric distribution, gas, telecommunications or water company, electric supplier or municipal utility may terminate service at any time (1) upon request of a state or local fire or police authority, (2) upon determination by the company, supplier or utility that failure to terminate the service may adversely impact safety or the public health, or (3) upon the company's, supplier's or utility's compliance with applicable statutes or Department of Public Utility Control regulations governing termination of service not requested by the customer.

[iii] § 16-3-100(b). Utility service may only be terminated without notice in the event that the provision of the utility service would constitute a condition determined by the utility company to be hazardous, pursuant to § 16-3-100(b)(1)(A). Grounds for termination with notice are covered in § 16-3-100(b)(2)(A) – (M). Exceptions are listed under (3)(A) – (P).

Title: Identity Theft Prevention	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 250.3
Description of Purpose: This policy provides guidelines for the Company designed to detect, prevent, and mitigate identity theft in connection with new or existing residential and certain commercial utility accounts.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statues & Cases:	Regulations & Rulings:	Related Policies:
• Fair and Accurate Credit Transactions Act of 2003 ("FACT Act")[i]	• Federal Trade Commission § 16 C.F.R. 681.1[ii]	• N/A

Supporting Process Key Search Words:
- Identify Theft Claims

Policy:

I. Identifying Red Flags: The Company will develop and maintain an inventory of risks that constitute Red Flags[1] to enable the Company to establish consistent controls, procedures, processes, and guidelines to prevent, detect, and mitigate risks associated with identity theft. The inventory, known as the Red Flags List, will be reviewed on an annual basis by the Company to ensure accuracy.

II. Detect Red Flags/Customer Verification: Customer Service Representatives ("CSRs") must reasonably validate the information provided by an individual regarding a new or existing account. If there is any suspicion or uncertainty regarding the individual's identity, a Red Flag alert shall be created and noted. Further attempts to validate the identity must be made prior to processing the individual's request. The CSR must refer to the Red Flag List and the defined procedures to address the situation.

III. Preventing and Mitigating Identity Theft: The Company has established appropriate responses to Red Flags detected in the opening of new accounts and accessing existing accounts that are commensurate with the degree of risk posed. CSRs are required to comply with the required responses applicable to the specific Red Flags, including documenting such incidents. The Company may consider aggravating factors that may heighten the risk of identity theft, such as a data security incident that results in unauthorized access to account information.

IV. Program Administration: The Company shall take appropriate measures to administer the Program effectively by:

i. Obtaining approval of the initial written Program and any material changes thereafter from the Operating Companies' Boards of Trustees.
ii. Designating the Chief Customer Officer or another employee at the level of senior management in Customer Experience in the oversight, development, implementation, and administration of the Program.

[1] "Red Flags" shall mean those risks to utility customer accounts indicated by patterns, practices or activities that indicate the possibility of identity theft that have been identified and incorporated into the program.

iii. Training staff as necessary, to effectively implement the Program.
iv. Reviewing the Program periodically and updating the Program (including the Red Flags List), as necessary, to reflect changes in identity theft risks to customers and to the Company; and
v. Exercising appropriate and effective oversight of service provider arrangements.

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[i] Fair and Accurate Credit Transactions Act of 2003 ("FACT Act") § 605A(a) One-Call Fraud Alerts. (1) Initial Alerts. Upon the direct request of a consumer, or an individual acting on behalf of or as a personal representative of a consumer, who asserts in good faith a suspicion that the consumer has been or is about to become a victim of fraud or related crime, including identity theft, a consumer reporting agency described in section 603(p) that maintains a file on the consumer and has received appropriate proof of the identity of the requester shall— ''(A) include a fraud alert in the file of that consumer, and also provide that alert along with any credit score generated in using that file, for a period of not less than 90 days, beginning on the date of such request, unless the consumer or such representative requests that such fraud alert be removed before the end of such period, and the agency has received appropriate proof of the identity of the requester for such purpose; and ''(B) refer the information regarding the fraud alert under this paragraph to each of the other consumer reporting agencies described in section 603(p), in accordance with procedures developed under section 621(f).

[ii] Federal Trade Commission § 16 CFR 681.1(c)-(f). Each financial institution or creditor must periodically determine whether it offers or maintains covered accounts. As a part of this determination, a financial institution or creditor must conduct a risk assessment to determine whether it offers or maintains covered accounts described in paragraph (b)(3)(ii) of this section, taking into consideration:(1) The methods it provides to open its accounts; (2) The methods it provides to access its accounts; and (3) Its previous experiences with identity theft.
(d) Establishment of an Identity Theft Prevention Program. (1) Program requirement. Each financial institution or creditor that offers or maintains one or more covered accounts must develop and implement a written Identity Theft Prevention Program (Program) that is designed to detect, prevent, and mitigate identity theft in connection with the opening of a covered account or any existing covered account. The Program must be appropriate to the size and complexity of the financial institution or creditor and the nature and scope of its activities. (2) Elements of the Program. The Program must include reasonable policies and procedures to: (i) Identify relevant Red Flags for the covered accounts that the financial institution or creditor offers or maintains, and incorporate those Red Flags into its Program; (ii) Detect Red Flags that have been incorporated into the Program of the financial institution or creditor; (iii) Respond appropriately to any Red Flags that are detected pursuant to paragraph (d)(2)(ii) of this section to prevent and mitigate identity theft; and (iv) Ensure the Program (including the Red Flags determined to be relevant) is updated periodically, to reflect changes in risks to customers and to the safety and soundness of the financial institution or creditor from identity theft.
(e) Administration of the Program. Each financial institution or creditor that is required to implement a Program must provide for the continued administration of the Program and must: (1) Obtain approval of the initial written Program from either its board of directors or an appropriate committee of the board of directors; (2) Involve the board of directors, an appropriate committee thereof, or a designated employee at the level of senior management in the oversight, development, implementation and administration of the Program; (3) Train staff, as necessary, to effectively implement the Program; and (4) Exercise appropriate and effective oversight of service provider arrangements.
(f) Guidelines. Each financial institution or creditor that is required to implement a Program must consider the guidelines in appendix A of this part and include in its Program those guidelines that are appropriate.

Title: Information Available to Customers	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 260.3
Description of Purpose: This policy provides guidelines regarding information available to the Customer.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statues & Cases:
- N/A

Regulations & Rulings:
- R.C.S.A. § 16-11-103[i]
- R.C.S.A. § 16-11-104[ii]
- R.C.S.A. § 16-3-100(c)[iii]
- R.C.S.A. § 16-3-102(C)(3)[iv]
- R.C.S.A. § 16-11-30[v]
- R.C.S.A. § 16-11-36[vi]

Related Policies:
- N/A

Supporting Process Key Search Words:
- Rates online, statements, correspondence

Policy:

It is the policy of the Company to provide the following to Customers upon request:

1. Information for the Customer to secure safe, adequate, and proper service.

2. A schedule of rates applicable to such Customer. The Company shall keep on file, in its local offices, open to public inspection, copies of all schedules and rates for each class and type of service. Updated tariff and rate information will be maintained on Eversource.com.

3. A statement of the past usage and payments of a customer's electric or gas meter not in excess of eighteen months.

It is the policy of the Company to provide the following as required:

1. Notice to all Customers at least once per year and to each new Customer upon initiation of service that an explanation of their rights is available upon request (Conn. Agencies Regs. § 16-3-100(c)(1)(B)).

2. Detailed information on steps needed to avoid a disconnection for non-payment, including available programs and protections, will be included in all termination notices.

3. Inclusion of the bill insert, “Important Notice” when issuing an estimated bill for two consecutive months. The notice must explain to the Customer that it is imperative that the company obtain an actual read to avoid error and hardship in future billing. The notice must also inform the customer of the date of the next scheduled visit by a Company representative. (Conn. Agencies Regs. § 16-3-102(C)(3)).

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[i] R.C.S.A § 16-11-103. (a) Every electric company shall keep on file, in its local office, open to public inspection, copies of all schedules of rates for each class and type of service, forms of agreement and all rules and regulations respecting the relations of the customer and electric company. (b) Every electric company shall, upon request, furnish a customer the schedule of rates applicable to such customer. (c) Every electric company shall render service to a customer only at rates provided for in the rate schedules on file with the commission, or as prescribed by order of the commission.

[ii] R.C.S.A § 16-11-104. (a) Every electric company shall, upon request, give its customers such information as is reasonable, in order that customers may secure safe, adequate and proper service. (b) Every electric company shall, upon request, render a statement of the past readings of a customer's meter for any period not in excess of fifteen months.

[iii] R.C.S.A § 16-3-100(c)(1). Every utility company shall file with the DPUC no later than 45 days of the enactment of these regulations a brief explanation of the rights of customers provided under this section. The DPUC may require any modification in the explanation as it deems necessary to insure actual notice to customers of the provisions of this section. (A) Such explanation shall be available upon request at each office of the company; (B) Every utility company shall send to each of its customers at least once a year and to each new customer upon initiation of service notice that such explanation is available upon request to the company; (C) Every termination notice issued by a utility company shall contain or be accompanied by such explanation; and (D) Any utility company which has a substantial number of Spanish speaking people living within its service area shall provide the foregoing explanation in Spanish and in English.

[iv] R.C.S.A § 16-3-102(C)(3). When a company issues estimated bills to a customer for two consecutive billing periods, the company shall send to the customer through the mails, a notice which bears the legend "IMPORTANT NOTICE" and which informs the customer that it is imperative that the company obtain an actual reading in order to prevent error and hardship. The notice shall inform the customer of the next schedule visit by a company representative in order to allow the customer to make arrangements for a company reading, if the customer chooses, or to allow the customer to make a customer reading on the same date.

[v] R.C.S.A § 16-11-30. (a) Every gas company shall, upon request, give its customers such information as is reasonable in order that the customers may secure safe, adequate and proper service, and inform customers as to how meters may be read; and it shall render its customers reasonable assistance in securing appliances properly adapted and readjusted to the service furnished. (b) Every gas company shall, upon request, render a statement of the past readings of a customer's meter for any period not necessarily in excess of fifteen months.

[vi] R.C.S.A § 16-11-36. (a) Every gas company shall keep on file, in its local office, open to public inspection, copies of all schedules of rates for each class and type of service, forms of agreement, and all rules and regulations respecting the relations of the customer and gas company. (b) Every gas company shall, upon request, furnish a customer with the schedule of rates applicable to such customer. (c) Every gas company shall render service to a customer only at rates provided for in the rate schedules on file with the commission, or as prescribed by order of the commission, except as provided in subsection (f).

Title: Investigating and Correcting Mixed Meter Conditions	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 270.3
Description of Purpose: This policy provides guidelines regarding corrections made to accounts involved in a mixed metering situation.		
Owner: Director, Billing, Payments, and Meter Data Services		**Effective Date:** *Proposed*

Key References:

Legal Statues & Cases:
- C.G.S. § 16-259a(b)(2)[i]
- CL&P v. PURA, No. CV054007101S, 2006 Conn. Super. LEXIS 2617 (Conn. Super. Ct. Aug. 29, 2006).[ii]

Regulations & Rulings:
- Docket No. 08-02-06, Final Decision August 6, 2008.[iii]
- Docket No. 04-01-01, Final Decision June 30, 2005.[iv]

Related Policies:
- 110.3 – Backbilling

Supporting Process Key Search Words:
- Meter Orders

Policy:

- Billing adjustments processed for accounts with meters erroneously registering another Customer's consumption will only apply to the account receiving the credit adjustment. If the Company caused the mixed metering condition, the Company will not back bill the Customer's account for the additional use.
- The Company may issue a credit adjustment on a service account that has been inaccurately billed due to a mixed metering situation. The credit adjustment shall cover the entire period of the condition. If the account was over-billed for a period of time that exceeded three months, interest shall be applied on the resulting net credit using the Company's Public Conveniences Regulatory Authority ("PURA")-approved cost of capital rate of return on a pre-tax basis with no compounding.
- In any instance where the Customer's action caused the mixed metering condition, the Company reserves the right to back bill the Customer in accordance with the Company's Policy 110.3 – Backbilling.
- If the Company caused the mixed metering condition, the Company will *not* back bill the Customer's account for the additional use.

[i] C.G.S. § 16-259a(b)(2). Any such electric distribution, gas or water company or electric supplier which inaccurately bills a retail customer for service may bill or otherwise hold the customer financially liable for not more than one year after the customer receives such service, unless a delayed bill for the service… (2) is the result of the customer's meter erroneously registering another customer's consumption, in which case the company may not bill or otherwise hold the customer liable for

the service provided to another customer.

[ii] Upon appeal from a PURA decision, the Court found that the Connecticut Light & Power Company must make refunds, in respect of streetlights with dates, for overbillings that had occurred since 1986.

[iii] PURA, in interpreting C.G.S. § 16-259(a) and (d) found: "…subsections (a) and (d) of Conn. Gen. Stat. § 16-259a do not operate together to cap the amount that a utility company may recover from a customer in an inaccurate billing situation. The "one year" period prescribed in subsection (a) is the time frame given to a utility company to discover any inaccurate billings it might have made, not the time frame within which the utility company must recoup all underbilled charges that arose from an inaccurate billing problem." Decision dated Aug. 6, 2008, in Docket No.08-02-06, DPUC Investigation into The Connecticut Light and Power Company's Billing Issues, at 1. Additionally, PURA found: "Although a company may recover any amounts that satisfy the requirements of subsection (a) of section 16-259a, the company may not demand the entire payment all at once. Pursuant to subsection (d), the company must establish a payment plan that meets two requirements: all arrearages for service the customer owes must be prorated over a period of time that is no shorter than the period for which the customer is being held financially liable by the company, and no payment under the plan may exceed 50% of the customer's average monthly bill for the preceding twelve-month period. The Department finds that subsection (d) does not impose a maximum limit on the time period of any payment plans, and the term of the payment plan does not affect the obligation of the customer to pay what the customer legally owes a company pursuant to subsection (a) of Conn. Gen. Stat. §16-259a." Id., at 22.

[iv] PURA ordered CL&P to revisit past settlements between towns regarding refunds on streetlight billing payments. Specifically, PURA found that CL&P was the only party that was aware of the fact it had been issuing inaccurate streetlight bills, and that CL&P controlled the billing data that would have assisted towns in analyzing the reasonableness of their refunds. Decision dated June 30, 2005, in Docket No. 04-01-01, DPUC Investigation into the Connecticut Light and Power Company's Streetlight Assets, Plant Values, Accounting Practices and Rates, at 15.

Title: Landlord Responsibility for Utility Service (non-exclusive use)	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 280.3
Description of Purpose: This policy provides guidelines for when a residential Customer of record claims that the service for which they are being billed is not for the exclusive use of their rental unit.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262e(c)[i]

Regulations & Rulings:
- R.C.S.A. § 16-3-100(i)[ii]

Related Policies:
- 340.3 – Rent Receiverships
- 390.3 – Termination Due to Non-payment by Landlord
- 400.3 – Termination of Service Landlord

Supporting Process Key Search Words:
- Meter Orders General Information

Policy:

An owner, agent, lessor, or manager (landlord) of a multifamily residential dwelling is liable for the payment of all gas and electric service if a non-exclusive use situation exists. Non-exclusive uses include:

- master-metered buildings;
- a situation in which the landlord requests service and accepts liability in their name for an individually metered dwelling unit; or
- it is found that service provided to an individually metered unit is not for the exclusive use of the occupant of that unit.

A tenant may be held liable for utility services only if the service:

- is individually metered;
- is for the tenant's exclusive use; and
- the tenant has been given the opportunity to receive service in their own name, without liability for the amount due while service was directly billed to the landlord.

[i] C.G.S. § 16-262e(c). The owner, agent, lessor or manager of a residential dwelling shall be liable for the costs of all electricity, gas, water or heating fuel furnished by a public service company, electric supplier, municipal utility or heating fuel dealer to the building, except for any service furnished to any dwelling unit of the building on an individually metered or billed basis for the exclusive use of the occupants of that dwelling unit, provided an owner, agent, lessor or manager shall be liable for service provided on an individually metered or billed basis pursuant to subsection (g) of this section from ten days after the date of written request by the company, supplier, utility or dealer if the company, supplier, utility or dealer is denied access to its individual meters or other facilities located on the premises of the building. Such owner, agent, lessor or manager shall only be liable when such owner, agent, lessor or manager controls access to such individual meters to which access is denied. If

service is not provided on an individually metered or billed basis and the owner, agent, lessor or manager fails to pay for such service, any occupant who receives service in his own name may deduct, in accordance with the provisions of subsection (d) of this section, a reasonable estimate of the cost of any portion of such service which is for the use of occupants of dwelling units other than such occupant's dwelling unit.

[ii] R.C.S.A. § 16-3-100(i). (4) Where the dwelling units are individually metered and an occupant of a unit notifies the company of his or her desire to establish service in his or her own name, the occupant shall be permitted to do so. (A) The occupant shall not be liable for any portion of the amount billed for service to the premises previous to the establishment of the account in the occupant's name. (B) The occupant shall not be required to pay a security deposit as a condition of establishing the account in his or her name. (C) The occupant shall be notified of his or her right to deduct the full amount of his or her payment for such utility service from his or her rent.

(5) Where service is provided through a master meter, the company may, with the written agreement of all of the occupants, establish service in the name of the occupants, pursuant to a plan for billing and payment agreeable to all of the parties; (A) All of the provisions of subdivision (3) of this subsection shall apply; (B) Service shall not be terminated if payment of the agreed share of any of the occupants is received on the account; (C) This arrangement may be discontinued by the company 13 days after mailing written notice of its intent to discontinue the arrangement to all of the parties; (D) This arrangement shall be discontinued upon the written request of any of the occupants to the company. The company shall promptly send a notice of the discontinuance to each of the occupants and the arrangement shall be discontinued 13 days after the mailing date of the notice.

Title: Late Payment Charge	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 290.3
Description of Purpose: This policy provides guidelines for assessing late payment charges on past due balances.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- Federal Prompt Payment Act - P.L. 97-177[i]
- C.G.S. § 4a-74[ii]

Regulations & Rulings:
- N/A

Related Policies:
- 220.3 – Service Protection while Complaint Pending
- CL&P Terms and Conditions for Delivery Service, Section 6H[iii]
- Yankee Gas Rules and Regulations, Section 4.6[iv]

Supporting Process Key Search Words:
- Late Payment Charges, Charge, Charges, LPC

Policy:

Late payment charges will be assessed as follows:

- Residential, commercial, and industrial accounts - will be assessed a late payment charge of one percent (1%) per month of all unpaid balances *greater than 28 days at cycle billing*.
- State and municipal accounts - will be assessed a late payment charge of one percent (1%) per month on all unpaid balances *60 days or more*.
- Federal accounts - will be assessed a late payment charge on all unpaid balances *past due by 45 days or more*. The interest rate assessed against Federal accounts is set by the Prompt Payment Act and periodically updated.

Late payment charges will not be assessed in the following scenarios:

- Verified financial hardship or certified medically protected customers' accounts.
- Accounts on an active payment arrangement.
- Accounts on budget billing.
- Accounts with an actively disputed portion of a bill. After the resolution of a dispute, a late payment charge will not be applied until 28 days after the next monthly cycle bill is issued.
- On a balance accrued due to inaccurate billing because of Company error.

[i] Federal Prompt Payment Act, P.L. 97-177. The Prompt Payment Act (PPA) of May 21, 1982, amended on October 17, 1988 (Public Law 100-496), 31 U.S.C 3900, requires Federal agencies to make payments in a timely manner.

[ii] C.G.S. § 4a-74. Notwithstanding any regulation or order of the Public Utilities Regulatory Authority which permits the imposition of a late payment charge by a public service company on customer bills, the state and any political subdivision thereof: (1) Shall not be subject to such charge on any bill which accrued on or before June 5, 1975; and (2) shall not be subject to such charge on any bill which accrues after said date, for the first sixty days after the due date of such bill.

[iii] Late Payment Charge. For accounts of the State of any political subdivision thereof, the balance of each monthly bill that has been unpaid for 60 days shall be subject to a late payment charge of 1.0 percent of such unpaid balance, including prior late payment charges. For all other accounts, any balance that appeared on a bill having a Statement Date at least 28 days earlier than the current Statement Date shall be subject to a late payment charge. The late payment charge shall be 1.0 percent of the unpaid balance, including prior late payment charges. No late payment charge shall be applied if full payment is received by the Company at least three working days before the next scheduled Statement Date for the account. No late payment charge shall be applied to balances of residential customers who are hardship cases, or to so much of any balance as is disputed by a customer, or to a balance that is subject to an active amortization agreement, pursuant to the provisions of Section 16-3-100 of the Regulations of Connecticut State Agencies. If PURA determines, or the customer agrees, that a disputed balance is owed, that balance shall be due and payable, without a late payment charge, upon mailing of the next regularly scheduled bill. Thereafter, the foregoing provisions shall apply to that balance unless an amortization agreement, pursuant to Section 16-3-100 of the Regulations of Connecticut State Agencies, has been reached on the formerly disputed balance. The Company reserves the right to collect late payment charges on any balance owed due to theft of service commencing on the date that the theft began.

[iv] Late Payment Charge. For accounts of the State or any political subdivision thereof, the balance of each monthly bill that has been unpaid for 60 days shall be subject to a late payment charge of 1.0 percent of such unpaid balance, including prior late payment charges. For all other accounts, any balance that appeared on a bill having a Statement Date at least 28 days (25 days under Rate TRS) earlier than the current Statement Date shall be subject to a late payment charge. The late payment charge shall be 1.0 percent of the unpaid balance, including prior late payment charges. No late payment charge shall be applied if full payment is received by the Company or one of its payment agencies at least three working days before the next scheduled Statement Date for the account. No late payment charge shall be applied to balances of residential customers who are hardship cases, or to so much of any balance as is disputed by a customer, or to a balance that is subject to an active amortization agreement, pursuant to the provisions of Section 16-3-100 of the Regulations of Connecticut State Agencies. If the Authority determines, or the customer agrees, that a disputed balance is owed, that balance shall be due and payable, without a late payment charge, upon mailing of the next regularly scheduled bill. Thereafter, the foregoing provisions shall apply to that balance unless an amortization agreement pursuant to Section 16-3-100 of the Regulations of Connecticut State Agencies, has been reached on the formerly disputed balance. The Company reserves the right to collect late payment charges on any balance owed due to theft of service commencing on the date that the theft began.

Title: Protections from Shutoff for Non-Payment	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 300.3
Description of Purpose: This policy provides guidelines for shutoff for non-payment.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262c[i]
- C.G.S. § 16-262d[ii]
- P.A. No. 09-31[iii]

Regulations & Rulings:
- R.C.S.A. § 16-3-100(b)(3)[iv]
- R.C.S.A. § 16-3-100(d)(4)[v]
- Docket No. 21-07-01 Final Decision, April 20, 2022[vi]

Related Policies:
- 190.3 - Days on which Termination is prohibited
- 200.3 – Denial of Service
- 220.3 - Service Protection while Complaint Pending
- 230.3 – Residential Shutoff Protection – with Partial Payment and Plan
- 310.3 – Notice of Disconnection
- 360.3 - Serious Illness / Life-Threatening Condition
- 365.3 – Infant Medical Protection
- 370.3 – Service Termination During Extreme Temperatures and Severe Weather
- 430.3 – Winter Protection

Supporting Process Key Search Words:
- Protections, SONP, Shutoff, Turn Off

Policy:

The Company will not terminate electric or gas service for non-payment:

1. Without first providing notification of:
   - the disconnection (Policy 310.3)
   - the option for eligible customers to enroll in a payment plan.
2. For failure to pay:
   - for utility service on a *different type or class of service* (i.e., commercial or residential) at the same or another location.
   - *a charge found to be improper* for billing purposes.
3. For additional reasons as described in the related policies referenced above.

[i] C.G.S. §16-262c. (a) Notwithstanding any other provision of the general statutes no electric distribution, gas, telephone or water company, no electric supplier or certified telecommunications provider, and no municipal utility furnishing electric, gas, telephone or water service shall cause cessation of any such service by reason of delinquency in payment for such service (1) on any Friday, Saturday, Sunday, legal holiday or day before any legal holiday, provided such a company, electric supplier, certified telecommunications provider or municipal utility may cause cessation of such service to a nonresidential account on a Friday which is not a legal holiday or the day before a legal holiday when the business offices of the company, electric supplier, certified telecommunications provider or municipal utility are open to the public the succeeding Saturday, (2) at any time during which the business offices of said company, electric supplier, certified telecommunications provider or municipal utility are not open to the public, or (3) within one hour before the closing of the business offices of said company, electric supplier or municipal utility.

(b) (1) … Notwithstanding any provision of the general statutes, no electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer lacks the financial resources to pay his or her entire account and if the termination, denial of or failure to reinstate such service would create a life-threatening situation for such customer or a member of such customer's household. No electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer is a hardship case and lacks the financial resources to pay his or her entire account and a child not more than twenty-four months old resides in the customer's household and such child has been admitted to the hospital and received discharge papers on which the attending physician, physician assistant or an advanced practice registered nurse has indicated such service is a necessity for the health and well-being of such child.

[ii] § 16-262d. (a) No electric distribution, gas, telephone or water company, no electric supplier and no municipal utility furnishing electric, gas or water service may terminate such service to a residential dwelling on account of nonpayment of a delinquent account unless such company, electric supplier or municipal utility first gives notice of such delinquency and impending termination by first class mail addressed to the customer to which such service is billed, at least thirteen calendar days prior to the proposed termination, except that if an electric distribution or gas company, electric supplier or municipal utility furnishing electric or gas service has issued a notice under this subsection but has not terminated service prior to issuing a new bill to the customer, such company, electric supplier or municipal utility may terminate such service only after mailing the customer an additional notice of the impending termination, addressed to the customer to which such service is billed …

(b) No such company, electric supplier or municipal utility shall effect termination of service for nonpayment during such time as any resident of a dwelling to which such service is furnished is seriously ill, if the fact of such serious illness is certified to such company, electric supplier or municipal utility by a registered physician, a physician assistant or an advanced practice registered nurse…

(c) No such company, electric supplier or municipal utility shall effect termination of service to a residential dwelling for nonpayment during the pendency of any complaint, investigation, hearing or appeal, initiated by a customer within such period of time after the mailing of a termination notice…

[iii] Public Act No. 09-31 Sec. 2(a) Notwithstanding the provisions of section 16-262d, wherever an owner, agent, lessor or manager of a residential dwelling is billed directly by an electric, electric distribution, gas, telephone or water company or by a municipal utility for utility service furnished to such building not occupied exclusively by such owner, agent, lessor, or manager, and such company or municipal utility or the electric supplier providing electric generation services has actual or constructive knowledge that the occupants of such dwelling are not the individuals to whom the company or municipal utility usually sends its bills, such company, electric supplier or municipal utility shall not terminate such service for nonpayment of a delinquent account owed to such company, electric supplier or municipal utility by such owner, agent, lessor or manager unless: (1) Such company, electric supplier or municipal utility makes a good faith effort to notify the occupants of such building of the proposed termination by the means most practicable under the circumstances and best designed to provide actual notice; and (2) such company, electric supplier or municipal utility provides an opportunity, where practicable, for such occupants to receive service in their own names without any liability for the amount due while service was billed directly to the lessor, owner, agent or manager and without the necessity for a security deposit; provided, if it is not practicable for such occupants to receive service in their own names, the company, electric supplier or municipal utility shall not terminate service

to such residential dwelling but may pursue the remedy provided in section 16-262f.

[iv] §16-3-100(b)(3)(A) through (P) lists situations where a utility may not terminate or refuse service.

[v] §16-3-100(d)(4). If, following the receipt of a terminization notice or the entering into of a reasonable amortization agreement, the customer makes payment or payments total-ling 20% of the balance due, service may not be terminated prior to 13 days after the mailing of a subsequent termination notice in accordance with the provisions of subsections (d)(1) and (d)(2) of this section. Such subsequent notice shall not entitle such customer to further review as provided by section 16-3-100(g) or to additional notice upon subsequent payment of 20% of the balance due. If utility service is terminated without notice the company shall keep a record of the conditions which caused the termination. In addition the company shall attempt to notify the customer in a reasonable manner at the time of termination of the conditions which justified the termination, the conditions which must be met to have service restored and the appropriate means of contacting the company for restoral of service. If the customer is not so notified at the time of termination a statement of the above required information shall be left at the premises of the customer.

[vi] Decision dated April 20, 2022, in Docket No. 21-07-01, Application of The Connecticut Light and Power Company and Yankee Gas Services Company, each individually d/b/a Eversource Energy, The United Illuminating Company, Connecticut Natural Gas Corporation, and The Southern Connecticut Gas Company for Approval of Arrearage Forgiveness Program 2021-2022, at 58-68.

Title: Notice of Shutoff for Non-Payment	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 310.3
Description of Purpose: This policy provides guidelines for providing customers notification of service disconnects for non-payment.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262d(a)[i]
- C.G.S. § 16-262d(f)[ii]

Regulations & Rulings:
- R.C.S.A. § 16-3-100(d)[iii]
- Docket No. 20-03-15 Feb. 6, 2024 Motion No. 90 Ruling[iv]
- Docket No. 21-07-01 Final Decision April 20, 2022[v]

Related Policies:
- 240.3 – Grounds for Service Shutoff
- 300.3 – Protections from Shutoff for Non-Payment
- 360.3 – Serious Illness/ Life Threatening Condition

Supporting Process Key Search Words:
Shutoff, SONP, Non-Payment

Policy:
Electric or gas service will *not* be shutoff for non-payment without first providing the Customer disconnection notifications with key information to help them take action to avoid shutoff.

The shutoff notifications will be provided as follows:
- An initial notice will be sent first-class mail, at least 13 days prior to the proposed termination.
- As a final notification will be sent first-class mail, approximately a week ahead of the proposed termination.
- Additional notifications may also be provided via phone call, email and/or text.
- All days referred to herein are calendar days. The 13-day period commences on the date that the notice is mailed.

The shutoff notifications will include:
- the amount of the delinquent balance, if applicable,
- the date after which service may be terminated unless required conditions are met,
- a statement of the grounds for termination,
- conditions required to prevent termination and
- the conditions for the restoration of service if service is terminated, including, but not limited to, any reconnection fee or the possibility of requiring a deposit.

The shutoff notifications will contain or be accompanied by information about:
- Customer's rights under R.C.S.A. § 16-3-100(c)
- Locations to pay in person
- Programs to help

[i] C.G.S. § 16-262d(a). No electric distribution, gas, telephone or water company, no electric supplier and no municipal utility furnishing electric, gas or water service may terminate such service to a residential dwelling on account of nonpayment of a delinquent account unless such company, electric supplier or municipal utility first gives notice of such delinquency and impending termination by first class mail addressed to the customer to which such service is billed, at least thirteen calendar days prior to the proposed termination, except that if an electric distribution or gas company, electric supplier or municipal utility furnishing electric or gas service has issued a notice under this subsection but has not terminated service prior to issuing a new bill to the customer, such company, electric supplier or municipal utility may terminate such service only after mailing the customer an additional notice of the impending termination, addressed to the customer to which such service is billed either (1) by first class mail at least thirteen calendar days prior to the proposed termination, or (2) by certified mail, at least seven calendar days prior to the proposed termination. In the event that multiple dates of proposed termination are provided to a customer, no such company, electric supplier or municipal utility shall terminate service prior to the latest of such dates. For purposes of this subsection, the thirteen-day periods and seven-day period shall commence on the date such notice is mailed. If such company, electric supplier or municipal utility does not terminate service within one hundred twenty days after mailing the initial notice of termination, such company, electric supplier or municipal utility shall give the customer a new notice at least thirteen days prior to termination. Every termination notice issued by a public service company, electric supplier or municipal utility shall contain or be accompanied by an explanation of the rights of the customer provided in subsection (c) of this section.

[ii] C.G.S. § 16-262d(f). If, following the receipt of a termination notice or the entering into of an amortization agreement, the customer makes a payment or payments amounting to twenty per cent of the balance due, the public service company or electric supplier shall not terminate service without giving notice to the customer, in accordance with the provisions of this section, of the conditions the customer must meet to avoid termination, but such subsequent notice shall not entitle such customer to further investigation, review or appeal by the company, electric supplier, municipal utility or authority.

[iii] R.C.S.A. § 16-3-100(d). Covers notice requirements for service notification. R.C.S.A. § 16-3-100(d)(2) requires that termination notices must include: (A) a statement of the grounds for the proposed termination; (B) the conditions required to prevent termination of service; (C) the date after which service may be terminated unless the required conditions are met; (D) the conditions for restoration of service if service is terminated, including but is not limited to, any reconnection fee or the possibility of the requirement of a deposit; and (E) a brief explanation of the customer's rights under section 16-3-100(c).

[iv] Motion No. 90 Ruling dated Feb. 6, 2024, in Docket No. 20-30-15, Emergency Petition of William Tong, Attorney General for the State of Connecticut, for a Proceeding to Establish a State of Emergency Utility Shut-Off Moratorium, allowing CL&P and Yankee Gas to resume service terminations for reasons of non-payment for residential financial hardship or medically protected customers with a serious illness.

[v] Decision dated April 20, 2022, in Docket No. 21-07-01, Application of The Connecticut Light and Power Company and Yankee Gas Services Company, each individually d/b/a Eversource Energy, The United Illuminating Company, Connecticut Natural Gas Corporation, and The Southern Connecticut Gas Company for Approval of Arrearage Forgiveness Program 2021-2022, at 58-68.

Title: Privacy Policy - Customer Information to Suppliers	**Company:** CL&P, dba Eversource Energy	**Number:** 320.3
Description of Purpose: This policy provides guidelines for the process of providing customer information (name, address, phone number if available, and rate class) to electric suppliers.		
Owner: Manager, Supplier Services		**Effective Date:** *Proposed*
Key References: Legal Statutes & Cases: • C.G.S. § 16-245o,[i] Regulations & Rulings: Related Policies: Supporting Process Key Search Words:		

Policy:

1. The Company will provide a Customer's name, address, phone number if available, and rate class to a licensed electric supplier upon request, provided the Customer has not requested that this information remain private.
2. Upon a Customer's request to transfer or establish new service within the Company's service territory, the Company will verify the privacy status at the new location. The customer can also call Eversource and have a "Privacy Indicator" added to their account at any time. A Privacy Indicator disallows the customer's information from being shared with a third-party electric supplier.
3. No other Customer information will be provided to electric suppliers unless the Customer authorizes release to an electric supplier by one of the following: (1) An independent third-party telephone verification; (2) receipt of a written confirmation received in the mail from the Customer after the Customer has received an information package confirming any telephone agreement; (3) the Customer signs a document fully explaining the nature and effect of the release; or (4) the Customer's consent is obtained through electronic means, including, but not limited to, a computer transaction.

[i] In part, C.G.S. § 16-245o(a) provides: To protect a customer's right to privacy from unwanted solicitation, each electric distribution company shall distribute to each customer a form approved by the Public Utilities Regulatory Authority which the customer shall submit to the customer's electric distribution company in a timely manner if the customer does not want the customer's name, address, telephone number and rate class to be released to electric suppliers. Each electric distribution company shall make available to all electric suppliers customer names, addresses, telephone numbers, if known, and rate class, unless the electric distribution company has received a form from a customer requesting that such information not be released. Additional information about a customer for marketing purposes shall not be released to any electric supplier unless a customer consents to a release by one of the following: (1) An independent third-party telephone verification; (2) receipt of a written confirmation received in the mail from the customer after the customer has received an information package confirming any telephone agreement; (3) the customer signs a document fully explaining the nature and effect of the release; or (4) the customer's consent is obtained through electronic means, including, but not limited to, a computer transaction.

Title: Reinstatement of Service	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 330.3
Description of Purpose: This policy provides guidelines for Company practices regarding reinstatement of service.		
Owner: Director, Collections and Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. §16-262c(b)(1)[i]

Regulations & Rulings:
- R.C.S.A. § 16-3-100[ii]

Related Policies:
- 360.3 – Serious Illness/Life Threatening Condition
- 365.3 – Infant Medical Protection
- 430.3 – Winter Protection

Supporting Process Key Search Words:
Reinstatement, Service

Policy:

The Company will reinstate electric or gas service to any Customer for any of the following reasons:

- Upon required payment of past due amounts, plus the approved reconnection fee, in accordance with the Terms and Conditions for Service.
- From November 1 to May 1, inclusive, service to residential electric or gas heating customers who are terminated for nonpayment that qualify for "hardship" status under the guidelines established by the Winter Protection Policy 430.3, unless the Customer's service was maintained during the previous moratorium period due to a hardship status and service was subsequently terminated between May 2nd and October 31st. In this scenario, the Customer must pay at least the lesser of the following:
  - 20% of the outstanding balance;
  - $100
- If the Customer contacts the Company claiming that a member of the household has a serious illness or life-threatening condition and the serious illness, or life-threatening condition is certified to the Company by a registered physician, advanced practice registered nurse (APRN), or physician assistant (PA) in accordance with the policy and procedures set forth under Policy 360.3 – Serious Illness /Life-Threatening Condition.
- If the Customer is a hardship case and contacts the Company claiming that a child under the age of 24 months old who resides in the household has a medical condition for which service is a health necessity in accordance with the policy and procedures set forth under Policy 365.3 – Infant Protection.
- If the Company learns that a tenant's service has been disconnected because of nonpayment of a landlord Customer; or if service is terminated at the direction of a landlord through misrepresentation.

[i] C.G.S. §16-262c(b)(1). From November first to May first, inclusive, no electric distribution company, as defined in section 16-1, no electric supplier and no municipal utility furnishing electricity shall terminate, deny or refuse to reinstate residential electric service in hardship cases where the customer lacks the financial resources to pay his or her entire account. From November first to May first, inclusive, no gas company and no municipal utility furnishing gas shall terminate, deny or refuse to reinstate residential gas service in hardship cases where the customer uses such gas for heat and lacks the financial resources to pay his or her entire account, except a gas company that, between May second and October thirty-first, terminated gas service to a residential customer who uses gas for heat and who, during the previous period of November first to May first, had gas service maintained because of hardship status, may refuse to reinstate the gas service from November first to May first, inclusive, only if the customer has failed to pay, since the preceding November first, the lesser of: (A) Twenty per cent of the outstanding principal balance owed the gas company as of the date of termination, (B) one hundred dollars, or (C) the minimum payments due under the customer's amortization agreement. Notwithstanding any provision of the general statutes, no electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer lacks the financial resources to pay his or her entire account and if the termination, denial of or failure to reinstate such service would create a life-threatening situation for such customer or a member of such customer's household. No electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer is a hardship case and lacks the financial resources to pay his or her entire account and a child not more than twenty-four months old resides in the customer's household and such child has been admitted to the hospital and received discharge papers on which the attending physician, physician assistant or an advanced practice registered nurse has indicated such service is a necessity for the health and well-being of such child.

[ii] R.C.S.A. § 16-3-100. (e)(2) A registered physician's certification of serious illness or life threatening situation shall be sufficient if initially made by telephone, subject to the right of the utility company to confirm the validity of the physician's call. If the certification is made by telephone, the utility company shall send to the physician a copy of its certification form, and the certifying physician shall complete and return the certification form to the company no later than seven days after receipt of such form. All certification forms shall contain information required by the department, including but not limited to the following: (A) The name and address of the patient, (B) whether the condition is a serious illness or a life threatening situation, (C) the length of the serious illness or life threatening situation, and (D) the certifying physician's office address and telephone number.

(i)(2) A utility company shall not terminate, without first complying with the provisions of this subsection, residential service to a dwelling unit where the company has actual or constructive knowledge that the customer to whom service is billed or members of his or her household are not the exclusive occupants of said premises.

(i)(8) Whenever a company has terminated service to a residential dwelling whose occupants are not the persons to whom it usually sends its bills, such company shall, upon obtaining knowledge of such occupancy, immediately reinstate service and thereafter not effect termination unless it first complies with the provisions of subsections (h) and (i) of this section.

Title: Rent Receiverships	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 340.3
Description of Purpose: This policy provides guidelines for obtaining a receivership when an owner has failed to pay for electric or gas service to a multiple occupancy dwelling where service is provided through an owner's or master meter.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262e(c)[i]
- C.G.S. § 16-262f[ii]

Regulations & Rulings:
- R.C.S.A. § 16-3-100(i)(6)[iii]

Related Policies:
- 280.3 – Landlord Responsibility for Utility Service (non-exclusive use)

Supporting Process Key Search Words:
Rent, Receivership, Owners Meter, Legal

Policy

The following policy applies to multiple occupancy dwellings where electric or gas service is provided through one owner's or master meter.

Residential service will not be terminated when the Company has actual or constructive knowledge that the Customer to whom service is billed is not the exclusive occupant of the premises or that a disconnection of service will result in the disruption of service to other Customers.

Upon default of an owner, agent, lessor, or manager of a master meter dwelling unit, who is the Customer of record, to pay an electric or gas bill, the Company may petition the Connecticut Superior Court, or a judge thereof, to appoint a receiver of rent.

The court shall decide any amount due and owing the Company and any amount so determined will constitute a lien on the real property of the owner. The receiver will collect all rents and payments due from the occupants of the building in question. In turn, the receiver will then pay the Company from rents collected for such utility expenses incurred on and after the date of appointment.

Any moneys remaining after payment of current utility bills, and after payment for reasonable costs and fees to the receiver, and after payment to the Company for reasonable attorney's fees and costs, will be applied to any arrearage found by the court to be due and owing to the Company. Any money remaining thereafter will be turned over to the owner.

Any receivership established will be terminated by the court upon finding that:
1. The arrearage which was subject of the original petition has been satisfied; or
2. The occupants have agreed to assume liability in their own names for prospective service; or
3. The building has been sold and the new owner has assumed liability for the service.

The Company may pursue any other action or remedy at law that it may have against the owner of the

property, or its agents.

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[i] C.G.S. § 16-262e(c). The owner, agent, lessor or manager of a residential dwelling shall be liable for the costs of all electricity, gas, water or heating fuel furnished by a public service company, electric supplier, municipal utility or heating fuel dealer to the building, except for any service furnished to any dwelling unit of the building on an individually metered or billed basis for the exclusive use of the occupants of that dwelling unit, provided an owner, agent, lessor or manager shall be liable for service provided on an individually metered or billed basis pursuant to subsection (g) of this section from ten days after the date of written request by the company, supplier, utility or dealer if the company, supplier, utility or dealer is denied access to its individual meters or other facilities located on the premises of the building. Such owner, agent, lessor or manager shall only be liable when such owner, agent, lessor or manager controls access to such individual meters to which access is denied. If service is not provided on an individually metered or billed basis and the owner, agent, lessor or manager fails to pay for such service, any occupant who receives service in his own name may deduct, in accordance with the provisions of subsection (d) of this section, a reasonable estimate of the cost of any portion of such service which is for the use of occupants of dwelling units other than such occupant's dwelling unit.

[ii] C.G.S. § 16-262f(a)(1). Upon default of the owner, agent, lessor or manager of a residential dwelling who is billed directly by an electric distribution, gas or telephone company or by a municipal utility for electric or gas utility service furnished to such building, such company or municipal utility or electric supplier providing electric generation services may petition the Superior Court or a judge thereof, for appointment of a receiver of the rents or payments for use and occupancy or common expenses, as defined in section 47-202, for any dwelling for which the owner, agent, lessor or manager is in default. The court or judge shall forthwith issue an order to show cause why a receiver should not be appointed, which shall be served upon the owner, agent, lessor or manager or his agent in a manner most reasonably calculated to give notice to such owner, agent, lessor or manager as determined by such court or judge, including, but not limited to, a posting of such order on the premises in question….

(b) Any receivership established pursuant to subsection (a) of this section shall be terminated by the court upon its finding that the arrearage which was the subject of the original petition has been satisfied, or that all occupants have agreed to assume liability in their own names for prospective service supplied by the petitioner, or that the building has been sold and the new owner has assumed liability for prospective service supplied by the petitioner.

[iii] R.C.S.A. § 16-3-100(i)(6). Where service provided pursuant to subdivision 5 of this subsection is not made or is discontinued, the company shall not terminate service but may petition for receiver of rents pursuant to section 16-262f of the Connecticut General Statutes.

Title: Residential Security Deposits	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 350.3
Description of Purpose: This policy provides guidelines for residential security deposits.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262j[i]

Regulations & Rulings:
- R.C.S.A. § 16-262j-1[ii]
- Docket No. 23-05-01 Final Decision, Oct. 11, 2023, Order No. 1[iii]

Related Policies:
- 150.3 – Commercial/ Industrial Application for Service Including Security Deposits

Supporting Process Key Search Words:

Security, Deposit, Residential

Policy:

Effective October 2023, residential customers will no longer be required to provide a security deposit, per Order No. 1 in the Decision dated October 11, 2023, in Docket No. 23-05-01.

[i] C.G.S. § 16-262j(c) Each public service company, certified telecommunications provider and electric supplier shall pay interest on any security deposit it receives from a customer at the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board bulletin and rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, as determined under section 36a-26, for such year and rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent.

[ii] R.C.S.A. § 16-262j-1. (b)(1) A company may require a security deposit from a new customer only as follows: (A) If the new customer does not provide positive responses to at least three of six prescriptive questions.

(b)(2) A company may require a security deposit from one other than a new customer only as follows: (A) If the company has terminated the prospective residential customer's utility service during the past two years for any of the following reasons: (i) Non-payment of a delinquent account; (ii) failure to amortize an unpaid account balance in accordance with an agreement; (iii) fraud or misrepresentation; or (iv) failure to reimburse the company for damages due to intentional or negligent act of the customer; (B) If the company has obtained a judgment against the prospective residential customer during the past two years for non-payment of a delinquent account; (C) If the prospective residential customer has had a delinquent account for three consecutive months or two consecutive billing cycles whichever is more during the past two years; or (D) If the prospective residential customer has an outstanding delinquent account. (3) A company may not refuse to provide utility service where the customer lacks the financial ability to pay a security deposit. (A) If a company has determined under subsection (b)(1) or (b)(2) of this section that a security deposit should be required from a customer, the company shall inform that customer that service will not be denied if the customer lacks the financial ability to pay, and shall provide him or her with a copy of this section. (B) A company shall determine and notify a prospective customer whether a security deposit will be required within five working days after receiving a request for service and, if applicable, receipt of responses to the company's requests for verification of the customer's statements. (C) The amount of the security deposit shall not exceed an amount equal to three twelfths (3/12) of a year's estimated billing. In order to standardize deposits, and/or for administrative purposes the company may submit, for department approval, a schedule of proposed standard deposits for specific user classes of customers. (D) A company may, at its option, and by agreement, provide for installment payments of any security deposit as determined in subsection (b)(3)(A) of this section.

[iii] Order No. 1 in the Decision dated October 11, 2023, in Docket No. 23-05-01, Annual Review of Affordability Programs and Offerings (Energy Affordability Annual Review), at 63. As of the date of this Decision, the Companies shall remove the payment of a security deposit requirement for residential customers. In addition, the Companies shall return to residential non-hardship customers any security deposits charged, plus any interest accrued thereon, no later than November 15, 2023. The Companies shall notify the Authority via compliance filing confirming the return of all security deposits to residential non-hardship customers no later than two weeks after all such security deposits are returned.

Title: Serious Illness/Life Threatening Condition	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 360.3
Description of Purpose: This policy provides guidelines for the protection of residential electric and gas service for Customers who have a certified serious illness or life-threatening condition.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262c(b)(1)[i]
- C.G.S. § 16-262d(b)[ii]

Regulations & Rulings:
- R.C.S.A. § 16-3-100(b)(3)(C) and (E)[iii]
- Docket No. 21-07-01 Final Decision April 20, 2022[iv]

Related Policies:
- 365.3 – Infant Medical Protection
- 430.3 – Winter Protection Policy

Supporting Process Key Search Words:
Medical Protection, Serious Illness, Life-threatening conditions

Policy:

Certification of a serious illness or life-threatening condition is required at least annually. Certification must be provided by a registered physician, advanced practice registered nurse (APRN), or physician assistant (PA).

Medical protections will be provided based on the following:
- Upon an *initial claim* of a medical condition, collection actions will be suspended for 14 days to allow time for the customer to have an authorized medical provider certify medical protection.
- *Subsequent claims* for serious illness or life-threatening condition after the initial claim must be substantiated and will not suspend collection activity.
- During the annual *winter protection* period, see Policy 430.3 – Winter Protection Policy.
- *Year-round*, customers with a certified life-threatening condition will not be disconnected or refused to be reinstated for electric or gas service at any residential primary dwelling unit.

[i] C.G.S. 16-262c(b)(1). From November first to May first, inclusive, no electric distribution company, as defined in section 16-1, no electric supplier and no municipal utility furnishing electricity shall terminate, deny or refuse to reinstate residential electric service in hardship cases where the customer lacks the financial resources to pay his or her entire account. From November first to May first, inclusive, no gas company and no municipal utility furnishing gas shall terminate, deny or refuse to reinstate residential gas service in hardship cases where the customer uses such gas for heat and lacks the financial resources to pay his or her entire account, except a gas company that, between May second and October thirty-first, terminated gas service to a residential customer who uses gas for heat and who, during the previous period of November first to May first, had gas service maintained because of hardship status, may refuse to reinstate the gas service from November first to May first, inclusive, only if the customer has failed to pay, since the preceding November first, the lesser of: (A) Twenty per cent of the outstanding principal balance owed the gas company as of the date of termination, (B) one hundred dollars, or (C) the minimum payments due under the customer's amortization agreement. Notwithstanding any provision of the general statutes, no electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer lacks the financial resources to pay his or her entire account and if the termination, denial of or failure to reinstate such service would create a life-threatening situation for such customer or a member of such customer's household. No electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer is a hardship case and lacks the financial resources to pay his or her entire account and a child not more than twenty-four months old resides in the customer's household and such child has been admitted to the hospital and received discharge papers on which the attending physician, physician assistant or an advanced practice registered nurse has indicated such service is a necessity for the health and well-being of such child.

[ii] C.G.S. § 16- 262d(b). No such company, electric supplier or municipal utility shall effect termination of service for nonpayment during such time as any resident of a dwelling to which such service is furnished is seriously ill, if the fact of such serious illness is certified to such company, electric supplier or municipal utility by a registered physician, a physician assistant or an advanced practice registered nurse within such period of time after the mailing of a termination notice pursuant to subsection (a) of this section as the Public Utilities Regulatory Authority may by regulation establish, provided the customer agrees to amortize the unpaid balance of his account over a reasonable period of time and keeps current his account for utility service as charges accrue in each subsequent billing period.

[iii] R.C.S.A. §16-3-100(b)(3)(C) and (E). Notwithstanding subdivisions (1) and (2) of this subsection, no utility company shall: …(C) terminate residential utility service to the home of any customer during such time as any resident therein is seriously ill or in a life threatening situation, as certified to the utility company by a registered physician in accordance with the procedures prescribed in section 16-3-100(e); …(E) terminate utility service in any manner which would violate any provision of the Connecticut General Statutes.

[iv] Decision dated April 20, 2022, in Docket No. 21-07-01, Application of The Connecticut Light and Power Company and Yankee Gas Services Company, each individually d/b/a Eversource Energy, The United Illuminating Company, Connecticut Natural Gas Corporation, and The Southern Connecticut Gas Company for Approval of Arrearage Forgiveness Program 2021-2022, at 58-68.

Title: Infant Medical Protection	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 365.3
Description of Purpose: This policy provides guidelines for the certification and protection of residential electric and gas service for financial hardship customers who have an infant residing in the home with a certified infant illness.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statues & Cases:	Regulations & Rulings:	Related Policies:
• C.G.S. § 16-262c(b)(1)[i]	• R.C.S.A. § 16-3-100(b) and (e)[ii]	• 360.3 – Serious Illness / Life Threatening Condition

Supporting Process Key Search Words:
Infant Protection

Policy:

For a residential customer with a verified financial hardship who has a child not more than 24 months old who resides in the household and has been provided discharge papers from the hospital indicating service is a health necessity, electric and gas service will be:

- protected from service disconnection;
- protected from service denial or;
- reinstated

for the duration of the protection, which would not exceed the child's age of 24 months.

Collection actions will be suspended for 7 days upon an initial claim by a verified financial hardship Customer that a child under the age of 24 months old who resides in the household has a medical condition for which service is a health necessity.

Subsequent claims for infant protection after the initial claim must be substantiated and will not suspend collection activity until the infant medical condition is certified and the customer has a verified financial hardship.

[i] C.G.S. § 16-262c(b)(1). From November first to May first, inclusive, no electric distribution company, as defined in section 16-1, no electric supplier and no municipal utility furnishing electricity shall terminate, deny or refuse to reinstate residential electric service in hardship cases where the customer lacks the financial resources to pay his or her entire account. From November first to May first, inclusive, no gas company and no municipal utility furnishing gas shall terminate, deny or refuse to reinstate residential gas service in hardship cases where the customer uses such gas for heat and lacks the financial resources to pay his or her entire account, except a gas company that, between May second and October thirty-first, terminated gas service to a residential customer who uses gas for heat and who, during the previous period of November first to May first, had gas service maintained because of hardship status, may refuse to reinstate the gas service from November first to May first,

inclusive, only if the customer has failed to pay, since the preceding November first, the lesser of: (A) Twenty per cent of the outstanding principal balance owed the gas company as of the date of termination, (B) one hundred dollars, or (C) the minimum payments due under the customer's amortization agreement. Notwithstanding any provision of the general statutes, no electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer lacks the financial resources to pay his or her entire account and if the termination, denial of or failure to reinstate such service would create a life-threatening situation for such customer or a member of such customer's household. No electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer is a hardship case and lacks the financial resources to pay his or her entire account and a child not more than twenty-four months old resides in the customer's household and such child has been admitted to the hospital and received discharge papers on which the attending physician, physician assistant or an advanced practice registered nurse has indicated such service is a necessity for the health and well-being of such child.

[ii] R.C.S.A. § 16-3-100(b) governs when terminations are allowed. R.C.S.A. § 16-3-100(e)(1) – As provided by section 16-3-100 (c), every termination notice sent to a customer receiving residential utility service shall include or be accompanied by an explanation of the customer's rights under this section. Such explanation shall plainly indicate that the utility company may not terminate residential utility service to the home of any customer during such time as any resident therein is seriously ill, if the existence of such serious illness is certified to the utility company in accordance with the requirements of section 16-3-100 (e)(2) no later than 13 days after the mailing of the termination notice and if the certification is renewed every 15 days if the doctor has not specified the length of the illness. Such serious illness notice shall also plainly indicate that the utility company has the right to contest before the DPUC the validity of any serious illness certification it might receive. (2) A registered physician's certification of serious illness or life threatening situation shall be sufficient if initially made by telephone, subject to the right of the utility company to confirm the validity of the physician's call. If the certification is made by telephone, the utility company shall send to the physician a copy of its certification form, and the certifying physician shall complete and return the certification form to the company no later than seven days after receipt of such form. All certification forms shall contain information required by the department, including but not limited to the following: (A) The name and address of the patient, (B) whether the condition is a serious illness or a life threatening situation, (C) the length of the serious illness or life threatening situation, and (D) the certifying physician's office address and telephone number. (3) In cases where residential utility service is continued pursuant to a serious illness certificate or life threatening situation certificate, the customer shalll: (A) Enter into an agreement whereunder the customer is permitted to amortize the unpaid balance of the account over a reasonable period of time, but only while the customer simultaneously keeps current his or her account for utility service as charges accrue in each subsequent billing period except (i) in cases where residential utility service is continued due to a life threatening situation. Customers who are current with the physician's certificate of life threatening situation are expected to remain current with their account or an established reasonable amortization agreement, however they shall not be terminated for failure to remain current with their account or an established reasonable amortization agreement, or (ii) where the customer is determined to be a hardship in accordance with subsections (b)(3)(B) and (f) of this section in which case no such agreement is required between November 1 and April 15; and (B) renew the serious illness certificate or life threatening situation certificate no later than the last day of the period specified by the physician as the length of the illness or life threatening situation; provided, however, that if the physician has failed to specify the length of the illness or life threatening situation or if the physician has indicated that the length of the illness or life threatening situation is not readily ascertainable, then the serious illness or life threatening situation certificate shall be renewed every 15 days. Each renewal certificate shall be forwarded to the company. (4) If service is continued pursuant to this subsection and the customer fails to comply with the provisions of subparagraphs (A) or (B) of this subsection, the company may terminate service after providing notice of termination as provided by subsection (d) of this section except that such notice shall not entitle the customer to further review as provided by subsection (f) of this section and service may be terminated after 13 days from the date of mailing of the notice. (5) If a utility company wishes to contest the validity of a written serious illness certificate, it may request an investigation by the DPUC and a hearing before a DPUC hearing officer pursuant to section 16-3-100 (g). Section 16-3-100 (g)(3) shall apply in all respects to such hearing.

Title: Service Disconnection during Extreme Weather	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 370.3
Description of Purpose: This policy provides guidelines for residential electric and gas service disconnections for non-payment during periods of extreme weather.		
Owner: Director, Meter Reading & Field Operations		**Effective Date:** *Proposed*

Key References:

Legal Statues & Cases:	Regulations & Rulings:	Related Policies:
• N/A	• R.C.S.A. § 16-3-100[i]	• N/A

Supporting Process Key Search Words:
Weather, Temperature, Extreme, Disconnection

Policy:

Residential gas heating and electric service will *not* be disconnected for non-payment when weather conditions or forecasts indicate the high temperature for the day will be *32 degrees Fahrenheit or below* for the local area.

The Company may suspend residential *electric* service disconnections for non-payment when the National Weather Service issues an Extreme Heat Warning for a local area.

The Company will also exercise good faith discretion to consider suspending service disconnections for non-payment under infrequent extreme weather events, like a hurricane or local wildfire.

[i] R.C.S.A. § 16-3-100 generally addresses termination of utility service.

Title: Spousal Liability	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 380.3
Description of Purpose: This policy provides guidelines for the responsibility of payment for utility service provided to spouses and former spouses.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• C.G.S. § 16-262i[i]	• R.C.S.A. § 16-3-100(j)[ii]	• 220.3 – Service Protection while Complaint Pending

Supporting Process Key Search Words:
- Spousal and Roommate Liability

Policy:

When a Customer of record ("Named Spousal Customer") vacates a residence leaving a spouse ("Unnamed Spouse"), the Company will not terminate, threaten to terminate, or refuse to provide residential service to the Unnamed Spouse when the Unnamed Spouse is divorced, legally separated, or has an annulled marriage from the Named Spousal Customer or there is a pending action for a divorce, legal separation, or an annulment, for 90 days from the earlier of 1) the date that the Unnamed Spouse requests service or 2) the date of the judgment evidencing the Unnamed Spouse's divorce, legal separation, or annulment from the Named Spousal Customer or the date of the writ of summons commencing an action seeking the same if all of the following conditions have been met:

A. the Named Spousal Customer notifies the Company orally or in writing at the time of the Unnamed Spouse's request for service or at any time prior to termination that he or she has obtained a divorce, legal separation, annulment, or a legal action has commenced seeking a divorce, legal separation, or annulment (NOTE: the Unnamed Spouse must provide documentation demonstrating the above within 21 days from the date that they provide such notice);

B. the spouses or former spouses are no longer living together; and

C. the Unnamed Spouse provides the Company with the current address or place of employment of the Named Spousal Customer, if known, or the last known address or place of employment of the Named Spousal Customer.

Whenever a divorce or separation proceeding assigns responsibility for payment of the utility bill to the Named Spousal Customer, the 90 days will be replaced and extended an additional 90 days, to 180 days throughout this policy to allow the Unnamed Spouse additional time to enforce the court order.

At the end of the 180-day grace period, if the Company has not secured payment from the Named Spousal Customer, the Company will seek payment from the Unnamed Spouse. The Company will notify the

Unnamed Spouse in writing of the pending transfer and extend an offer to enter into a reasonable amortization agreement. A copy of the Company brochure "Billing Practices/Customer Rights" will be included in the letter.

Once an Unnamed Spouse has become a named Customer of an account, any delinquent balances incurred prior to the earlier of the date of such Customer's request for utility service, or the date of the judgment file of a divorce or legal separation, certification of annulment, or writ of summons commencing an action seeking the same, shall not be considered when contemplating termination or refusal to provide residential utility service.

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[i] C.G.S. § 16-262i. (b) The authority may adopt regulations, in accordance with the provisions of chapter 54, setting forth the terms and conditions under which electric distribution, gas, telephone and water companies, electric suppliers, certified telecommunications providers and municipal utilities furnishing electric, gas or water service may be prohibited from terminating service to a residential dwelling on account of nonpayment of a delinquent account in the name of the former spouse or spouse of the individual who occupies the dwelling, if the marriage of such individuals has been dissolved or annulled or such individuals are legally separated or have an action for dissolution or annulment of a marriage or for legal separation pending, pursuant to chapter 815j.

(c) The authority may adopt regulations, in accordance with the provisions of chapter 54, setting forth the terms and conditions under which electric distribution, gas, telephone and water companies, electric suppliers, certified telecommunications providers and municipal utilities furnishing electric, gas, telecommunications or water service may terminate service for reasons other than nonpayment of a delinquent account.

[ii] R.C.S.A. §16-3-100(j). (1) No public service company shall terminate, threaten to terminate, or refuse to provide residential utility service for a period of 90 days because of non-payment of a delinquent account for residential utility service, where the person seeking to retain or obtain service is the unnamed customer and is divorced or legally separated from or has an annulled marriage from, the named customer of the delinquent account or where an action is pending for a divorce, legal separation, or an annulment of the person from the named customer of the delinquent account, provided that the following conditions have been met: (A) The unnamed customer notifies the company, orally or in writing, at the time of the unnamed customer's request to retain or obtain service or at any time prior to termination of such service, that he or she has obtained a divorce, legal separation or annulment, and sends the company, no later than 21 days of the date of notification, a copy of a judgment file of the divorce or legal separation, or any portion thereof, which indicates that there has been a divorce or legal separation, or a certificate of annulment, or a portion of the summons and complaint which has been filed in the appropriate court in an action seeking the same; (B) The spouses or former spouses are no longer residing together; (C) The unnamed customer provides the utility company with the current address or place of employment of the named customer, if known, or the last known address or place of employment of the named customer; and (D) The unnamed customer's request is for residential utility service from the time of the notification to the utility company of the divorce, legal separation, annulment, or action seeking the same;

(2) The 90-day period shall commence on the date which is the earlier of the following: (A) The date on which such unnamed customer requests utility service; or (B) The date of the judgment file evidencing such unnamed customer's divorce, legal separation or annulment from the named customer, or the date of the writ of summons commencing an action seeking the same.

(3) During the 90-day period, the utility company shall make diligent efforts to collect the delinquent balance from the named customer. Diligent efforts shall mean that the company is to perform, no later than 90 days of notification of the legal separation, divorce or annulment, or action seeking the same, all of the following actions: (A) Make efforts to obtain the address of the named customer; (B) Send a final notice of the delinquency on the old account to the address of the named customer, if known; and (C) Transfer the delinquent balance to another account of the same type and class of the named customer, if one has been established. If the named customer's account remains delinquent after the utility company has complied with subparagraphs (A) and (B) of this subdivision, the utility company shall take the following additional actions: (D) Refer the account to its in-house staff for collection or to a collection agency until the delinquent balance is paid or arrangements have been made with

the named customer; and (E) Utilize any additional collection methods the utility company deems most cost effective, including but not limited to sending demands for payments and considering taking action in Small Claims Court or Superior Court unless the named customer's address is unknown or said customer is judgment proof.

(4) If the company receives a certified copy of an order issued by the Family Division of the Superior Court, in a divorce or legal separation proceeding whereby the court has assigned sole responsibility for the delinquent account to the named customer, the company shall not terminate or refuse to provide service, due to the delinquency, to the unnamed customer for 90 days in addition to the 90-day grace period as outlined in subdivision (1) of this subsection, to allow the unnamed customer time to pursue any reasonable remedies available to enforce said court order. The unnamed customer would have a total of 180 days before the provisions in subdivision (5) of this subsection would apply.

(5) If the utility company fails to obtain payment after the 180-day period provided in subdivision (4) of this subsection, the company shall offer the unnamed customer an opportunity to enter into a reasonable amortization agreement. Such reasonable amortization agreement shall be in accordance with subsection (b)(3)(A) of this section, and the procedures for reviewing and appealing such reasonable amortization agreement shall be in accordance with subsection (f) of this section.

Title: Termination due to Non-Payment by a Landlord	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 390.3
Description of Purpose: This policy provides guidelines for landlord's service subject to termination for non-payment.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:
- C.G.S. § 16-262e(a)[i]

Regulations & Rulings:
- R.C.S.A. § 16-3-100(i)[ii]

Related Policies:
- 330.3 – Reinstatement of Service
- 340.3 – Rent Receiverships

Supporting Process Key Search Words:
Landlord, Termination, Non-payment, Disconnection

Policy:

In cases of *multiple occupancy* dwellings where electric or gas service is provided through an owner's or master meter, the Company:

- will *not* terminate service to the tenants for non-payment of bills by a landlord;
- may petition to the Superior Court for the appointment of a "Receiver of Rents" (Policy 340.3 – Rent Receiverships).

[i] C.G.S. § 16-262e(a). Notwithstanding the provisions of section 16-262d, wherever an owner, agent, lessor or manager of a residential dwelling is billed directly by an electric distribution, gas, telephone or water company or by a municipal utility for utility service furnished to such building not occupied exclusively by such owner, agent, lessor, or manager, and such company or municipal utility or the electric supplier providing electric generation services has actual or constructive knowledge that the occupants of such dwelling are not the individuals to whom the company or municipal utility usually sends its bills, such company, electric supplier or municipal utility shall not terminate such service for nonpayment of a delinquent account owed to such company, electric supplier or municipal utility by such owner, agent, lessor or manager unless: (1) Such company, electric supplier or municipal utility makes a good faith effort to notify the occupants of such building of the proposed termination by the means most practicable under the circumstances and best designed to provide actual notice; and (2) such company, electric supplier or municipal utility provides an opportunity, where practicable, for such occupants to receive service in their own names without any liability for the amount due while service was billed directly to the lessor, owner, agent or manager and without the necessity for a security deposit; provided, if it is not practicable for such occupants to receive service in their own names, the company, electric supplier or municipal utility shall not terminate service to such residential dwelling but may pursue the remedy provided in sections 16-262f and 16-262t.

[ii] R.C.S.A. § 16-3-100(i). (1) No later than 45 days after the effective date of this section, each utility company shall file with the DPUC procedures reasonably designed to implement the provisions of this subsection. The DPUC may require any modifications in the procedure as it deems necessary.

(2) A utility company shall not terminate, without first complying with the provisions of this subsection, residential service to a dwelling unit where the company has actual or constructive knowledge that the customer to whom service is billed or members of his or her household are not the exclusive occupants of said premises.

(3) Not later than thirteen days prior to termination, each utility company shall make good faith efforts to notify, using the means most practicable under the circumstances and best designed to provide actual notice, the occupants of the premises subject to termination of their rights to continued service. The notices shall contain: (A) the date of the proposed termination; (B) the right of the tenant, if the dwelling units are individually metered, to establish service in his or her own name without liability for the balance owed or a security deposit; (C) the intent of the company to request the establishment of a receivership or other arrangement, if there is a master meter; and (D) the telephone number and address of the local office of the company and the telephone number and address of the DPUC.

(4) Where the dwelling units are individually metered and an occupant of a unit notifies the company of his or her desire to establish service in his or her own name, the occupant shall be permitted to do so. (A) The occupant shall not be liable for any portion of the amount billed for service to the premises previous to the establishment of the account in the occupant's name. (B) The occupant shall not be required to pay a security deposit as a condition of establishing the account in his or her name. (C) The occupant shall be notified of his or her right to deduct the full amount of his or her payment for such utility service from his or her rent.

(5) Where service is provided through a master meter, the company may, with the written agreement of all of the occupants, establish service in the name of the occupants, pursuant to a plan for billing and payment agreeable to all of the parties; (A) All of the provisions of subdivision (3) of this subsection shall apply; (B) Service shall not be terminated if payment of the agreed share of any of the occupants is received on the account; (C) This arrangement may be discontinued by the company 13 days after mailing written notice of its intent to discontinue the arrangement to all of the parties; (D) This arrangement shall be discontinued upon the written request of any of the occupants to the company. The company shall promptly send a notice of the discontinuance to each of the occupants and the arrangement shall be discontinued 13 days after the mailing date of the notice.

(6) Where service provided pursuant to subdivision 5 of this subsection is not made or is discontinued, the company shall not terminate service but may petition for receiver of rents pursuant to section 16-262f of the Connecticut General Statutes.

(7) Each utility company shall establish and maintain a system for identifying on its records those accounts for service to

residential dwellings whose occupants are not the persons to whom it usually sends its bills and for insuring that service to such premises is not terminated prior to compliance with the provisions of this section and section 19-65 of the Connecticut General Statutes.

(8) Whenever a company has terminated service to a residential dwelling whose occupants are not the persons to whom it usually sends its bills, such company shall, upon obtaining knowledge of such occupancy, immediately reinstate service and thereafter not effect termination unless it first complies with the provisions of subsections (h) and (i) of this section.

Title: Termination of Service, Landlord Request	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 400.3
Description of Purpose: This policy provides guidelines for landlord requests for service termination at a rental property where the tenant has not applied for service.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• C.G.S. § 19a-109[i]	• R.C.S.A. § 16-3-100(i)[ii]	• N/A

Supporting Process Key Search Words:
- Occupant consent/vacant dwelling

Policy:

The Company will not terminate electric or gas service supplying an *unoccupied* leased or rental premise at the request of an owner, landlord, agent, lessor, manager, superintendent, or janitor without a notarized statement signed by the landlord stating that the premises are vacant.

The Company will not terminate electric or gas service supplied to any *occupied* leased or rental property unless the owner, landlord, agent, manager, superintendent, janitor, or lessor furnishes a signed statement by the tenant(s) agreeing to such termination.

The landlord will continue to be responsible for billing at the location until the above authorization is received and the service has been terminated or transferred.

[i] C.G.S. § 19a-109. When any building or part thereof is occupied as a home or place of residence or as an office or place of business, either mercantile or otherwise, a temperature of less than sixty-five degrees Fahrenheit in such building or part thereof shall, for the purpose of this section, be deemed injurious to the health of the occupants thereof, except that the Commissioner of Public Health may adopt regulations establishing a temperature higher than sixty-five degrees Fahrenheit when the health, comfort or safety of the occupants of any such building or part thereof so requires. In any such building or part thereof where, because of physical characteristics or the nature of the business being conducted, a temperature of sixty-five degrees Fahrenheit cannot reasonably be maintained in certain areas, the Labor Commissioner may grant a variance for such areas. The owner of any building or the agent of such owner having charge of such property, or any lessor or his agent, manager, superintendent or janitor of any building, or part thereof, the lease or rental agreement whereof by its terms, express or implied, requires the furnishing of heat, cooking gas, electricity, hot water or water to any occupant of such building or part thereof, who, wilfully and intentionally, fails to furnish such heat to the degrees herein provided, cooking gas, electricity, hot water or water and thereby interferes with the cooking gas, electricity, hot water or water and thereby interferes with the comfortable or quiet enjoyment of the premises, at any time when the same are necessary to the proper or customary use of such building or part thereof, shall be guilty of a class D misdemeanor. No public service company or electric supplier, as defined in section 16-1, shall, at the request of any such owner, agent, lessor, manager, superintendent or janitor, cause heat, cooking gas, electricity, hot water or water services to be terminated with respect to any such leased or rented property unless the owner or lessor furnishes a statement signed by the lessee agreeing to such termination or a notarized statement signed by the lessor to the effect that the premises are vacant.

[ii] R.C.S.A. § 16-3-100(i). (2) A utility company shall not terminate, without first complying with the provisions of this subsection, residential service to a dwelling unit where the company has actual or constructive knowledge that the customer to whom service is billed or members of his or her household are not the exclusive occupants of said premises.

(3) Not later than thirteen days prior to termination, each utility company shall make good faith efforts to notify, using the means most practicable under the circumstances and best designed to provide actual notice, the occupants of the premises subject to termination of their rights to continued service. The notices shall contain: (A) the date of the proposed termination; (B) the right of the tenant, if the dwelling units are individually metered, to establish service in his or her own name without liability for the balance owed or a security deposit; (C) the intent of the company to request the establishment of a receivership or other arrangement, if there is a master meter; and (D) the telephone number and address of the local office of the company and the telephone number and address of the DPUC.

Title: Third Party Notification Regarding Termination on Residential Accounts	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 410.3
Description of Purpose: This policy provides guidelines for third party notifications of terminations on residential accounts.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• N/A	• R.C.S.A. § 16-3-100(h)[i]	• N/A

Supporting Process Key Search Words:
Safety Net, C2

Policy:

Any Customer may designate, or request that the Company designate, a third person to receive copies of all notices sent to the Customer pertaining to termination of service.

In no event shall the third party so designated be liable for the bills of the Customer, except where that party has previously agreed to be responsible for the bills of the Customer. In no event shall the Company be held to warrant that such notice will be received by the third party.

The Company shall maintain a list of the names and addresses of organizations which have notified the Company they are available for designation as third parties. Copies of such lists shall be provided by the Company to a Customer upon the Customer's request.

[i] R.C.S.A. § 16-3-100(h). Not later than 45 days after the effective date of this section, each company shall file with the DPUC procedures reasonably designed to implement the provisions of this subsection. The DPUC may require any modifications in the procedure which it deems necessary. (1) Any customer may request, through the procedure specified in the rules and regulations of the company, that a third person designated by the customer receive copies of all notices sent to the customer pertaining to termination of service. (2) In no event shall the third party so designated be liable for the bills of the customer, except where that party has previously agreed to be responsible for the bills of the customer. (3) Following receipt of such a request the company shall send copies of all notices of termination to the designated third party in addition to the termination notice sent to the customer. In no event shall the company be held to warrant that such notice will be received by the third party. (4) Each company shall maintain a list of the names and addresses of organizations which have notified the company that they are available as third parties to be notified as provided by subsection (h) of this section. Copies of such lists shall be provided by the company to its customers upon the customer's request.

Title: Transfer of Account Balances	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 420.3
Description of Purpose: This policy provides guidelines on transferring an unpaid account balance to the responsible customer's other account(s) to collect payment.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• C.G.S. § 52-576[i]	• R.C.S.A. § 16-3-100(b)(3)(H) [ii]	• 380.3 – Spousal Liability

Supporting Process Key Search Words:
Transfer, Balance, Dispute

Policy:

An account balance (active, inactive, uncollectible) may be transferred from one account to another account of the same Customer, if:

- the account balance is not older than six years unless the statute of limitations has been extended by a payment on the account or unequivocal acknowledgement or recognition of the debt.
- the account is for the same type and customer class of service or;
- the account is *not* for the same type and class of service and the Customer consents to the transfer and;
- no legal judgement has been granted.

For delinquent *landlord accounts* when the Company is unable to terminate service, a delinquent account balance may be transferred to the landlord's other business or home account, if the other account:

- is in the name of the landlord,
- is of the same type and class of service, and
- the owner or landlord of the property has been verified.

[i] C.G.S. § 52-576. Actions for account or on simple or implied contracts. (a) No action for an account, or on any simple or implied contract, or on any contract in writing, shall be brought but within six years after the right of action accrues, except as provided in subsection (b) of this section.
(b) Any person legally incapable of bringing any such action at the accruing of the right of action may sue at any time within three years after becoming legally capable of bringing the action.
(c) The provisions of this section shall not apply to actions upon judgments of any court of the United States or of any court of any state within the United States, or to any cause of action governed by article 2 of title 42a.

[ii] R.C.S.A. § 16-3-100(b)(3)(H)(3) Exceptions. Notwithstanding subdivisions (1) and (2) of this subsection, no utility company shall:… (H) terminate or deny utility service for failure to pay for a different type of utility service (i.e. electric and gas or repair of customer owned or rented equipment) or for a different class of service (i.e. commercial or residential) at the same or another location or for repair of customer owned or rented equipment.

Title: Winter Protection	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 430.3
Description of Purpose: This policy provides guidelines for service protection for non-payment during the annual winter moratorium period.		
Owner: Director, Collections & Assistance Programs		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• C.G.S. § 16-262c(b)(1)[i]	• R.C.S.A. § 16-3-100 (a)(6)[ii] • R.C.S.A. § 16-3-100 (b)(3)B[iii] • R.C.S.A. § 16-3-100 (f)(1)[iv]	• 310.3 – Notice of Shutoff for Non-Payment • 330.3 – Reinstatement of Service • 360.3– Serious Illness/ Life Threatening Condition • 365.3 – Infant Medical Protection

Supporting Process Key Search Words:
Winter Protection, Protection, Moratorium, Non-payment

Policy:

During the annual winter protection period November 1 to May 1:

1. For any residential customer who has a verified financial hardship or certified medical or infant protection the Company will not disconnect for non-payment or refuse to reinstate service.
2. For all customers without a verified financial hardship, certified medical or infant protection, collection and disconnection policies and practices remain in effect.

[i] C.G.S. § 16-262c(b)(1) From November first to May first, inclusive, no electric distribution company, as defined in section 16-1, no electric supplier and no municipal utility furnishing electricity shall terminate, deny or refuse to reinstate residential electric service in hardship cases where the customer lacks the financial resources to pay his or her entire account. From November first to May first, inclusive, no gas company and no municipal utility furnishing gas shall terminate, deny or refuse to reinstate residential gas service in hardship cases where the customer uses such gas for heat and lacks the financial resources to pay his or her entire account, except a gas company that, between May second and October thirty-first, terminated gas service to a residential customer who uses gas for heat and who, during the previous period of November first to May first, had gas service maintained because of hardship status, may refuse to reinstate the gas service from November first to May first, inclusive, only if the customer has failed to pay, since the preceding November first, the lesser of: (A) Twenty per cent of the outstanding principal balance owed the gas company as of the date of termination, (B) one hundred dollars, or (C) the minimum payments due under the customer's amortization agreement. Notwithstanding any provision of the general statutes, no electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer lacks the financial resources to pay his or her entire account and if the termination, denial of or failure to reinstate such service would create a life-threatening situation for such customer or a member of such customer's household. No electric distribution or gas company, no electric supplier and no municipal utility furnishing electricity or gas shall terminate, deny or refuse to reinstate residential electric or gas service where the customer is a hardship case and lacks the financial resources to pay his or her entire account and a child not more than twenty-four months old resides in the customer's household and such child has been admitted to the hospital and received discharge papers on which the attending physician, physician assistant or an advanced practice registered nurse has indicated such service is a necessity for the health and well-being of such child.

[ii] R.C.S.A. § 16-3-100(a)(6). "Hardship" or "hardship case" means a person receiving or seeking reinstatement of residential gas or electric utility service from November 1st to April 15th who lacks the financial resources to pay his or her entire bill for gas and electric utility service, including but not limited to: (A) A person receiving local, state, or federal public assistance, including but not limited to: (i) aid to the blind; (ii) aid to families with dependent children; (iii) old age assistance; (iv) aid to the disabled; (v) Medicaid; (vi) supplemental security income; or (vii) general assistance; (B) A person whose sole source of financial support is derived from social security, veterans' administration or unemployment compensation benefits; (C) A person who is head of the household and unemployed, and whose household income is less than three hundred per cent of the poverty level determined by the federal government; (D) A person or any resident of the person's home who is seriously ill, as certified by a registered physician in accordance with subsection (e) (2) of this section, or has a life threatening situation; (E) A person whose income falls below one hundred twenty five per cent of the poverty level as determined by the federal government in accordance with the income poverty guidelines from the regional office of family assistance, Department of Health and Human Services or its successor agency; or (F) A person whose circumstances threaten a deprivation of the necessities of life for himself or herself or dependent children of his or her household if payment of a delinquent utility bill is required.

[iii] R.C.S.A. § 16-3-100(b)(3)(B). Notwithstanding subdivisions (1) and (2) of this subsection, no utility company shall:...(B) terminate or refuse to reinstate, from November 1st to April 15th, inclusive, residential electric or gas service in hardship cases, provided, however, from November first to April fifteenth, inclusive, no gas company and no municipal utility furnishing gas shall terminate or refuse to reinstate residential gas service in hardship cases where the customer uses such gas for heat and lacks the financial resources to pay his or her entire account, except a gas company that, between April sixteenth and October thirty-first, terminated gas service to a residential customer who uses gas for heat and who, during the previous period of November first to April fifteenth, had gas service maintained because of hardship status, may refuse to reinstate the gas service from November first to April fifteenth, inclusive, only if the customer has failed, since the preceding November first, to make a customer payment of the lesser of: (i) twenty percent of the outstanding principal balance owed the gas company as of the date of termination; (ii) one hundred dollars, or (iii) the minimum payments due under the customer's reasonable amortization agreement.

[iv] R.C.S.A. § 16-3-100(f)(1). If a residential customer and an electric or gas utility company are unable to reach a reasonable amortization agreement as specified in subsection (b)(3)(A) of this section, or from November 1st to April 15th are unable to agree on whether the customer is a hardship case and lacks the financial resources to pay his or her entire account, the company shall not terminate service, but shall refer the customer to a specified review officer. The review officer shall attempt to reach a reasonable amortization agreement with the customer.

Title: Notification of Utility Service Terminations at Certain Rental Properties	**Company:** Yankee Gas & CL&P, dba Eversource Energy	**Number:** 440.3
Description of Purpose: This policy provides guidelines for Commercial property owners notification of termination when subject property gas service/electric service is scheduled for disconnection.		
Owner: Director, Contact Center		**Effective Date:** *Proposed*

Key References:

Legal Statutes & Cases:	Regulations & Rulings:	Related Policies:
• P.A. No. 23-199[i]	• N/A	• N/A

Supporting Process Key Search Words:
- Commercial Termination Notification Request Form

Policy:

The Company, shall, upon request of a person who certifies that such person is the owner of a property that is used exclusively for *non*-residential purposes and contains not more than twelve thousand square feet of total floor area that is rented or leased, to which the company provides service that is billed to a person other than such requestor, will:

(1) Notify such requestor by United States mail not less than seventy-two hours prior to terminating service to such property.

(2) Reinstate gas or electric service, as applicable, by reverting such service to such requestor's name, if, at a later date, such requestor requests such reinstatement. The requestor shall be responsible for maintaining their account as current on and after any such reinstatement.

(3) Any request made pursuant to this policy shall be in writing using the form prescribed by the Public Utility Regulatory Authority and include the information as required on the form.

(4) The requestor is responsible for notifying the company of any change to their mailing address or of the sale of such property in a timely manner.

(5) The Company may not disclose to the requestor the reason for termination of service.

(6) The requestor will not be required to pay an account balance or arrearage of any customer who was billed for service at such property before such service was terminated.

[i] Public Act No. 23-199 Section 1(a). Each gas company and electric distribution company, as such terms are defined in section 16-1 of the general statutes, shall, upon request of a person who certifies that such person is the owner of a property that is used exclusively for nonresidential purposes and contains not more than twelve thousand square feet of total floor area that is rented or leased, to which the company provides service that is billed to a person other than such requestor, agree to: (1)

Notify such requestor by United States mail not less than seventy two hours prior to terminating service to such property; and (2) Reinstate gas or electric service, as applicable, by reverting such service to such requestor's name, if, at a later date, such requestor requests such reinstatement. Such requestor shall be responsible for maintaining such requestor's account as current on and after any such reinstatement.

(b) Any request made pursuant to subsection (a) of this section shall be in writing in a form prescribed by the Public Utilities Regulatory Authority. The authority shall prescribe such form and the implementation date for such form after evaluating evidence from electric distribution companies, gas companies and other interested parties in an uncontested proceeding. Such request shall include: (1) A certification that the requestor is the owner of the property that is the subject of the request; and (2) the mailing address of the requestor that shall be used by such gas or electric distribution company, as applicable, to mail notice in accordance with subdivision (1) of subsection (a) of this section. The requestor shall be responsible for notifying such gas or electric distribution company of any change to such requestor's mailing address or of the sale of such property in a timely manner.

(c) No gas company or electric distribution company may disclose to the requestor the reason the company terminates service to such property.

(d) Nothing in this section shall be construed to require such requestor to pay an account balance or arrearage of any customer who was billed for service at such property before such service was terminated.