

TERMS AND CONDITIONS

Effective: June 1, 2000

1. General:

This Terms and Conditions Statement ("Agreement") has been established to convey the conditions that you ("Customer") agree to when requesting service from Chicopee Electric Light ("CEL"). The benefits and obligations of this Agreement will commence on the day that you, as the Customer, are connected to CEL's service and will inure to and be binding upon the successors and assigns, survivors and executors or administrators of the original parties. CEL reserves the right to revise, amend, supercede, supplement or change these Terms and Conditions from time to time in accordance with applicable laws, regulations and policy. The Terms and Conditions shall remain consistent with the Department of Telecommunications & Energy ("DTE") standards. In the event that any of the Terms and Conditions is in conflict with any applicable DTE rule or regulation, DTE rules and regulations shall govern.

2. Application:

Service shall not be supplied unless and until the Customer completes an "Application for Service". The Application must be accurate, true, complete and signed by the Customer of Record. All Customer's electrical needs present and future, if known, should be stated at the time of the application.

3. Deposit

A deposit may be required on any commercial or residential account. Deposits shall be determined by Customer's credit standing as is reported by a national credit bureau. Deposits may be waived if the Customer provides CEL with proof that the Customer is the owner of the property for which service is requested. CEL reserves the right to request a deposit at any time, and from time to time, on any account that does not remain in good standing.

Interest is payable annually on all deposits which are retained longer than six (6) months at a rate that is at or above such rate specified by applicable laws and regulations. Such rate may be credited to a Customer's account. Refunds on deposits shall be returned if after twenty-four (24) months of service Customer has paid all bills for usage in the twenty-four (24) month period from the date of deposit and without leaving such bills unpaid within forty-five (45) days of receipt.

All deposits shall be due and paid before service will be provided.

4. Metering:

For the purpose of determining the amount of electricity used, a meter or meters will be installed and maintained by CEL on the Customer's premises. All meters, wires and other apparatus furnished by CEL are and shall remain the sole and exclusive property of CEL. Customer agrees that the wiring upon the premises of the Customer to which service will be connected shall be installed and maintained by Customer in accordance with the requirements of the National Electrical Code and all requirements of the City of Chicopee.

CEL or its authorized agent shall have access to the Customer's premises at all reasonable times to install, read, inspect, test, operate, maintain, repair, or remove its equipment, to discontinue service, to determine the rate or rates for the Customer's electric service, or for any other purpose reasonably related to the provision of electric service.

The Customer shall not injure, interfere with, destroy or tamper with any meter or other property of CEL. The Customer shall be responsible for the care and protection of any of CEL's property located or installed on the Customer's premises and shall not permit anyone but CEL or its authorized representatives to have access to such property. CEL's property, machinery or equipment shall not be handled or operated by anyone other than CEL or its authorized representatives without the express written consent of CEL. CEL will lock or seal all enclosures containing meters or metering equipment, and no person, except an employee or duly authorized agent of CEL shall be permitted to, in any way, change or modify CEL's meters or other equipment, and no seals or locks shall be permitted to be removed without the written authorization of CEL. Customer shall indemnify and hold CEL harmless, should any violations of these provisions result in injury, death or damage to persons or property.

Subject to the provisions of Massachusetts General Laws ("M.G.L."), Chapter 164 and applicable DTE regulations, when a meter is found to be tampered with, service to that meter will be disconnected. To have service restored, the Customer shall be required to pay charges (related to disconnection, damages and investigation) and may be required to pay an additional security deposit. Service shall not be restored until Customer has paid all charges in full. Instances of tampering with meters will be reported to the appropriate authorities. Customer may also be subject to criminal and civil penalties pursuant to the M.G.L.

5. Meter Reading / Bills:

A bill based on an actual or estimated reading of CEL's metering equipment shall be rendered monthly, payable upon receipt. When a Customer is serviced through more than one meter, each meter will be considered separately.

If CEL cannot obtain a meter reading, it shall render an estimated bill, provided CEL has not rendered an estimated bill for the billing period prior to that for which the estimate is made, except in the case where circumstances reasonably beyond the control of CEL prevent it from obtaining an actual meter reading. Subject to the provisions of M.G.L., Chapter 164 and applicable DTE regulations, if any Customer, directly or indirectly, prevents or hinders any such employee or agent of CEL from entering such premises for the purposes of making such examination, CEL may pursuant to M.G.L. c. 164, § 116 make a complaint to any court or magistrate authorized to issue criminal process.

6. Classification:

CEL determines a Customer's appropriate rate based on information provided by Customer at the time of application for service. The rates are updated to provide each Customer the most advantageous rate available. It is the Customer's responsibility to assure itself that it is on a rate most advantageous to itself. Customer should promptly notify CEL of any change in circumstances, which may qualify Customer for a more advantageous rate.

7. Discontinuance of Service / Nonpayment:

- A. Unsafe wiring, fraud, or theft:** CEL may discontinue service without notice if a Customer's wiring is found to be in a dangerous or unsafe condition or as is necessary to protect CEL from fraud or theft. Service shall not be resumed until the City of Chicopee Wiring Inspector certifies to CEL that any dangerous or unsafe condition has been corrected and all wiring is in accordance with the applicable laws and regulations.
- B. Unsatisfactory Equipment:** CEL may discontinue service and remove its equipment if, in its judgment, the equipment has become unsatisfactory for further service due to deterioration, civil commotion, vandalism, state of war, explosion, fire, storm, flood, lightning, or any other cause reasonably beyond CEL's control. Customer may be required to pay the applicable charges for the remainder, in any, of the applicable term of service.
- C. Access to Premises:** Subject to the provisions of M.G.L., Chapter 164 and applicable DTE regulations, if any Customer, directly or indirectly, prevents or hinders any employee or agent of CEL from entering a premises for the purposes of making an examination, removing meters for the purpose of work relating to supply or regulation of supply, or for the purpose of ascertaining the quantity of electricity consumed or supplied, such Customer shall be subject to termination of service.
- D. Non-Payment of Charges:** If a Customer defaults on payments due to CEL, service may be discontinued in accordance with DTE Regulations 220 CMR 25.00-25.05, to the extent that such regulation is applicable. CEL shall not restore service until the Customer has:
 - 1. Made an Application for Service and paid all bills due for service previously furnished; and
 - 2. Made a satisfactory deposit to insure payment of future bills; and
 - 3. Paid the costs of reconnection of the premises for which service has been discontinued.

CEL shall not be responsible or liable for loss or damage to any person or property resulting from disconnection of service regardless of whether service is disconnected at the Customer's request or by CEL and regardless of whether the Customer owns the premises to which service has been supplied.

In the event of an actual or threatened shortage of energy supplies or resources, CEL may, in its sole discretion, curtail, allocate, or interrupt electric service to any Customer or Customers, if CEL determines, in its sole discretion, that any part of the generation, transmission or distribution systems CEL utilizes may be threatened by a condition that may affect its ability to continue to supply electric service of sufficient quality, quantity and reliability.

Although CEL will make every effort to make necessary repairs and changes to its system without having to suspend the delivery of service, CEL reserves the right to suspend service in order to make repairs or changes.

8. Collection:

The Customer is responsible for any collection costs, including court costs and attorneys' fees associated with any unpaid balances, meter tampering, theft of services, fraud or otherwise.

9. Limitations of Liability:

The City of Chicopee, CEL, and all of their respective agents and employees shall be afforded the maximum exemption of limitations of liability available under applicable laws and regulations arising on account of their actions or omissions relating directly or indirectly any provision of electrical service. Without limiting the generality of the foregoing, and except to the extent otherwise expressly provided in M.G.L. Chapter 258:

Neither the City of Chicopee, nor CEL nor any of their respective agents or employees shall be liable to any person:

- A. For any failure by CEL to supply electric service or for any interruption in the supply of or delay in the restoration of such service.
- B. For any damage to any person (including personal injury or death) or any damage to any property, directly or indirectly, arising as a result of the electric service provided by CEL, the presence of CEL's apparatus or equipment on any Customer's premises, or any acts or omissions of CEL.
- C. For discontinuance of electrical service to any Customer who fails to comply with, or perform any of the Customer's obligations under these Terms and Conditions, applicable laws and regulations, or other agreements with CEL.
- D. The discontinuance of electrical service if any equipment or apparatus of any Customer interferes with service provided by CEL or with the delivery of service to other Customers or interferes with the integrity of CEL's system.
- E. For any variation, or interruption in electrical service including without limitation, any such variation or interruption because of abnormal or reduced voltage, emergency load reduction programs, blackouts, or any causes beyond the reasonable control of CEL, including, but not limited to, accidents, war, civil commotion, acts of God, labor difficulties, acts of Customers, or acts of any public authority.

10. Inspection:

Approval by the City of Chicopee Wiring Inspector for electric service is required before service can be initiated to any new, or newly wired or rewired building, structure or residence.