

TERMS & CONDITIONS



**725 Front Street
Chicopee, MA 01020
413-598-8311**

CEL STATEMENT OF PURPOSE

“As a consumer owned utility, our purpose is to provide reliable, high quality services to the community at the lowest cost consistent with ensuring resources for proper maintenance, modernization and meeting the demands for future expansion. It is also our purpose to strive for excellence in our daily operations and to provide a safe and productive workplace in which all employees and customers are treated with equity and respect.”

TERMS AND CONDITIONS
Effective as of 1 February, 2025

1. General

This Terms and Conditions Agreement has been established to communicate the conditions that you, as a Customer, agree to when requesting service from CEL. The benefits and obligations of this Agreement will commence on the day that you, as the Customer, request to be 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, supersede, supplement or change these Terms and Conditions at any time in accordance with applicable laws, regulations and policy. The Terms and Conditions shall remain consistent with the Department of Public Utilities ("DPU") regulations. In the event that any of the Terms and Conditions is in conflict with any applicable DPU regulation, DPU 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 Customers' electrical needs present and future, as known at the time of application, must be stated on the Application.

3. Deposit

A deposit may be required on any commercial or residential account. A sufficient deposit to secure the payment for electricity service based on the highest three (3) months of usage in a twelve (12) month period may be required in advance from any consumer. Deposits may be waived if the Customer provides CEL with proof that the Customer of record is the owner of the real estate 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 or for which the customer of record no longer owns the real estate.

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 may be returned to customer when an account is final billed and contains a zero balance.

All deposits shall be received by CEL in good funds before service will be provided.

4. Metering and Equipment

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 equipment 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 with legal permits and maintained by Customer in accordance with the requirements of the

National Electrical Code, The Massachusetts Electrical Safety Code as updated from time to time, and all requirements of and permits from the City of Chicopee and CEL.

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

The Customer shall not injure, interfere with, destroy or tamper with any meter or other property of CEL. The CEL owned meter shall be connected only directly to the opening of the CEL approved, customer owned, meter socket or to CEL owned equipment. No intermediary equipment shall be installed between the CEL owned meter and the meter socket unless such equipment is – at CEL's sole discretion – owned, maintained, installed, and removed by CEL. The Customer shall be responsible for the care and protection of all 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 advance written consent of CEL in its sole discretion. 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 CEL equipment. No seals or locks shall be permitted to be removed without the express advance written authorization of CEL in its sole discretion. Customer shall defend, indemnify and hold CEL harmless, should any violations of these provisions result in injury, death or damage to persons or property, including without limitation CEL legal and expert fees and expenses relating to the CEL investigation and defense of all such claims.

Subject to the provisions of Massachusetts General Laws and applicable DPU regulations, when a meter is found to be tampered with, service to that meter will be terminated. To have service restored, the Customer shall be required to pay all charges (related to disconnection, damages and investigation, including without limitation CEL legal and expert fees and expenses) 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 Massachusetts General Laws.

5. Meter Reading/Bills:

A bill based on 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 billed separately.

If CEL cannot obtain a meter reading, CEL 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 Massachusetts General Laws and applicable DPU 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 and Customer shall be required to pay all charges related to disconnection, damages and investigation, including without limitation all CEL legal and expert fees and expenses, before service will be restored.

6. Classification

CEL determines a Customer's appropriate rate based on information provided by Customer at the time of application for service. The rate classes are intended to provide each Customer the most advantageous rate available at the time of application. 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 different 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 or the public from harm, 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 compliant with the applicable laws, codes 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 danger, 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 rates and other charges for the remainder, in any, of the applicable term of service. Customer agrees CEL is not responsible to inspect Customer equipment at any time.

C. Access to Premises and Equipment: Subject to the provisions of Massachusetts General Laws and applicable DPU regulations, if any Customer, directly or indirectly, prevents or hinders any employee or agent of CEL from entering a premises or accessing its equipment for the purposes of making an examination, operating the distribution system (including connecting and disconnecting customers), removing meters , 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 DPU Regulations, 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 in full; and
2. Made a satisfactory deposit in CEL judgement to insure payment of future bills; and
3. Paid all costs of reconnection of the premises for which service has been discontinued.

CEL shall not be responsible or liable for loss, injury, death 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, 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 at any time, with or without notice in order to make repairs or changes.

8. Collection

The Customer is responsible for payment for all collection costs, including all collection costs, including court costs and attorneys' and experts' fees associated with any unpaid balances, meter tampering, theft of services, fraud or otherwise, and all related investigations. CEL may refer overdue accounts to a collection agency and the Customer is responsible for all costs of the collection agency. CEL may also report overdue accounts to credit bureaus and other credit reporting agencies, including without limitation, Experian, Equifax and Creditwise.

9. Limitations of Liability

The City of Chicopee, CEL, and all of their respective agents and employees shall be afforded the maximum exemptions and limitations of liability available under applicable laws and regulations arising on account of their actions or omissions relating directly or indirectly to any provision of electrical service. Without limiting the generality of the foregoing, and except to the extent otherwise expressly provided in Massachusetts General Laws 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 or voltage change 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 or not

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 stray, 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, pandemics, labor difficulties, acts of Customers, supply chain issues or acts of any public authority.

10. Inspections

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

11. Meter Tampering and Diversion

As per the GENERAL LAWS OF MASSACHUSETTS, PART 1. ADMINISTRATION OF THE GOVERNMENT, TITLE XXII. CORPORATIONS, CHAPTER 164, MANUFACTURE AND SALE OF GAS AND ELECTRICITY, INSPECTION OF GAS AND METERS, SECTION 127 & SECTION 127 A, DESTRUCTION OF OR TAMPERING WITH, ELECTRIC OR GAS LINES, METERS, ETC.; THEFT OF ELECTRICITY OR GAS states:

Section 127: Whoever unlawfully and with intent to avoid payment by himself or another person for a prospective or previously rendered service the charge or compensation for which is measured by a meter or other mechanical device injures or destroys, or suffers to be injured or destroyed, any meter, pipe, conduit, wire, line, pole, lamp or other apparatus belonging to a corporation engaged in the manufacture or sale of electricity or to any person, or whoever unlawfully and with intent to avoid payment by himself or another person for a prospective or previously rendered service prevents an electric meter from duly registering the quantity of electricity supplied, or in any way interferes with its proper action or just registration, or, without the consent of such corporation or person, unlawfully and intentionally diverts or suffers to be diverted any electrical current from any wire of such corporation or person, or otherwise unlawfully and intentionally uses or causes to be used, without the consent of such corporation or person, any electricity manufactured or distributed by such corporation, or charged to such person, shall be punished by a fine of not more than one thousand dollars or by imprisonment for not more than one year, or both.

The existence of any of the conditions with reference to meters or attachments described in this section shall be prima fade evidence that a firm, corporation or other business entity, commercial or industrial, to whom such electricity is, at the time, being furnished by or through such meters or attachments has, with intent to defraud, created or cause to be created with reference to such meters or attachments, the condition so existing; provided, however, that nothing in this paragraph shall be construed to limit the introduction of any other competent evidence bearing upon the question of whether or not the defendant was responsible for the acts alleged to have been committed; provided, further, that the prima fade evidence referred to in this paragraph shall not apply to a residential customer; provided, further, that the prima fade evidence referred to in this paragraph shall not apply to any firm, corporation or other business entity, commercial or industrial, so furnished with electricity for less than thirty-one days or until there has been at least one meter reading, whichever first occurs.

Section 127 A: Whoever unlawfully and intentionally injures or destroys, or suffers to be injured or destroyed, any meter, pipe, conduit, wire, line, pole, lamp or other apparatus belonging to a corporation, including municipal corporations which own municipal lighting plants engaged in the manufacture or sale of electricity or gas or to any person, or unlawfully and intentionally prevents an electric or gas meter from duly registering the quantity of electricity or gas supplied, or in any way interferes with its proper action or just registration, or, without the consent of such corporation or person, unlawfully and intentionally diverts or suffers to be diverted any electric current from any wire or gas from any pipe of such corporation or person, or otherwise unlawfully and intentionally uses or causes to be used, without the consent of such corporation or person, any electricity or gas manufactured or distributed by such corporation, or charged to such person shall be liable to such corporation or person for triple the amount of damages sustained thereby or one thousand dollars whichever is greater. Damages shall include the value of the electricity or gas used and the cost of equipment repair and replacement. Any damages assessed under the provisions of this section in excess of the actual damages sustained by the corporation or person manufacturing, distributing or selling such electricity or gas shall be paid to the commonwealth; provided, however, that if a municipal lighting plant brings an action pursuant to this section such damages in excess of the actual damages shall be paid to such municipal lighting plant.

Report suspected Meter Tampering or Diversion of Electric Service to CEL, Customer Service Department at (413) 594-2400.

Customer understands this is a legally binding agreement and we have been advised to seek legal counsel. A signed copy of this document is as enforceable as a signed original.

Customer

Printed Name: _____ Signature: _____ Date: _____