

GROVELAND MUNICIPAL LIGHT DEPARTMENT

TERMS & CONDITIONS

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The following Terms and Conditions of the Department, where not inconsistent, shall be a part of every service classification, rate or contract and the compliance thereof by the Customer is a condition precedent to the initial or continuing supply of electricity by the Department. No agent or employee of the Department is authorized to modify, change, or waive any of these Terms and Conditions by oral agreement or representation.

1. APPLICATION FOR SERVICE

- 1A All applications for service must be made at the office of the Department at least seventy two (72) hours in advance of requirements. Applications shall be in writing and upon forms provided by the Department. Applications, for new or additional service or changes in present service, must be given sufficiently in advance to allow the Department adequate time to obtain and install the necessary equipment to provide said service.
- 1B [Intentionally left blank]
- 1C The Department reserves the right to reject any applications made by or for any Customer whose bills for service remain unpaid at the time of said application. The Department requires payment of such bills in advance of supplying service and in addition, may require a cash deposit as set forth in Section 13, DEPOSITS.
- 1D The Customer shall provide any other necessary permits, licenses, certificates, easements of right-of-way grants as may be required to enable the Department to install and furnish the service for which application is made. The cancellation or termination of any permits, licenses, certificates, easements of right-of-way grants required for such service shall terminate any obligation to serve on the part of the Department for breach of contract or failure to furnish service. The provision of electric service is contingent upon the Department's ability to secure and retain the necessary location for its poles, wires, conduit, cable, and other apparatus. The Department shall not be required to extend its facilities for the purpose of rendering service until it has satisfactory rights-of-way or easements to permit the installation, operation, and maintenance of its facilities.
- 1E Temporary service will be supplied at the expense of the Customer. Such expense, payable in advance, shall include all installation and removal costs. The Department may also require an advance payment to cover the use of energy to be supplied under the applicable rate classification.
- 1F The Customer shall notify the Department in writing before any change or addition is made in the load characteristics of the Customer's equipment. The Department reserves the right to refuse its service to, or remove its service from, any installation which, in the judgment of the Department, will adversely or injuriously affect the operation of the Department's system or its service to other Customers. The Customer shall be liable for any damage caused by any such changes or additions made without the Department's approval.

- 1G Failure on the part of the Customer to give notice, as provided for in Term and Condition 1F, shall render said Customer liable for any damage to meters, transformers, wires, and associated apparatus of the Department, resulting from the use of increased or changed load.
- 1H In addition to any other requirements, customers taking service on a temporary basis will be required to pay the non-salvageable costs of the Department's facilities, including the installation and removal costs, plus applicable administrative and general overheads. Such costs are identified on the SCHEDULE OF CHARGES, SECTION 16.
- 1I The Customer shall be liable for service taken until such time as the Customer requests termination of service and a final meter reading is recorded.
- 1J If a Customer's service has been terminated for one calendar year or more, the Department will not reconnect the service until: 1. The service has been re-inspected and a Certificate of Inspection issued by the Municipal Wiring Inspector establishing that the Customer's service remains in good, working order, and 2. The Customer pays to the Department a \$30 Service Turn-on Fee.

2. SERVICE CHARACTERISTICS AND LIMITATIONS

- 2A Alternating current, 60 hertz service, is supplied throughout the territory served by the Department.
- 2B The type and/or size of service requested by a customer may not be available at the location where such service is desired. Non-standard service may be made available at the expense of the customer.
- 2C In all cases, prior to ordering new, additional or replacement equipment information relative to the service shall be obtained from the Department.
- 2D Where a customer must have multiple banks of transformers due to loads, physical location or voltage characteristics, individual points of delivery may be established on the secondary side of each bank and each delivery point will be separately metered and billed. Single point of delivery may be established on the primary side of the transformers provided that the customer owns and maintains, at the customer's expense, all primary connecting lines, facilities, foundations, structures, and substations beyond the point of delivery.

- 2E Where the connected load to be served exceeds 50 kilovolt amperes the Department may, at its option, require the customer to arrange his wiring to receive polyphase service.
- 2F The Department reserves the right to refuse the supply of service to single-phase motors of individual rating in excess of 5 HP and to polyphase installations aggregating less than 5 HP. The use of single-phase motors up to 7 1/2 HP individual rating will be permitted, upon specific authority of the Department, provided the Department's facilities are adequate to supply the service and provided the use of such motor or motors does not interfere with the quality of service rendered to other customers.
- 2G The Department reserves the right to refuse the supply of service to any A.C. arc welders which cause interference or disturb the quality of service to other customers. They shall always be rated at not less than 208 volts. The use of A.C. arc welders in conjunction with residential service and under residential service rates will generally be restricted to limited-input type with maximum welding current rating of 230 amperes and 20% duty cycle. Spot welders shall not be installed on the Department's lines without first obtaining the Department's permission.
- 2H In certain instances, the Department, at customer's expense, will issue specific customer engineering requirements. These requirements will be furnished to customers or their representatives. To avoid unnecessary expense and delay, the customer should ascertain these requirements prior to ordering equipment and/or beginning construction.
- 2I Customers owning, or planning to purchase computers, reproduction, X-ray, data processing equipment or similar devices should be aware that this type of equipment can be extremely sensitive to power system transients or loss of voltage. Customers should consult the manufacturer of their equipment for suitable devices to protect against these conditions.
- 2J All padmount transformers will be furnished by the customer.

- 2K All pole mounted transformers, not to exceed 50 kVa single phase and 112 1/2 poly phase, shall be furnished by the Department, excluding line extensions.
- 2L The customer must install, at his own expense, a reverse-phase relay of approved type on all alternating-current motors for passenger and freight elevators, hoists, and cranes, and a reverse-power or other approved relays for parallel operation. The customer is responsible for protecting all polyphase equipment from loss of phase conditions (single phasing).
- 2M With regard to Customer's Emergency Stand-By Generator, the Customer must notify the Department in advance of installing stand-by generating equipment and obtain from the town Wiring Inspector approval for the method of connection. Where the Customer installs a stand-by generator for the purpose of supplying all or a part of the load in the event of an interruption in the supply of Department service, the Customer's wiring shall be arranged so that no electrical connection can occur between the Department's service and the Customer's other source of supply. This will require the installation of a double-throw switch that has a visual opening. This transfer scheme must meet the non-parallel requirements established by the Department.

Where automatic throw-over switching is installed, the customer shall provide a load-break bypass-isolation switch in combination with each automatic transfer switch. The bypass-isolation switch shall provide a visible, lockable means for manually bypassing and isolating the emergency generator. The Department will tag the isolation switch in a locked open position during maintenance or repair of the Department's supply lines

Arrangements utilizing interlocking of single-throw devices are not acceptable.

- 2N The Department may discontinue the supply of service and/or remove its equipment from the Customer's premises if the Customer fails to comply with any of the provisions herein, the terms of applicable Rate Schedules, any supplemental rules and regulations of the Department to any federal, state or local laws or regulations applicable to the provision of service. Service shall be terminated in accordance with the applicable billing and termination regulations of the DPU. The Department may assess a charge to restore service upon such discontinuance.
- 2O The Department reserves the right to curtail or temporarily interrupt service so that repairs, replacements or changes may be made in the Department's facilities either on or off the Customer's premises. The Customer will normally be notified in advance to the extent practicable except in cases of emergency. Nothing in this section shall be deemed to require the Department to make such repairs, replacements, or changes at times other than the Department's normal business hours.

3. SERVICE CONNECTIONS

- 3A The customer shall wire to the point designated by the Department, at which point the Department will connect its service.
- 3B Whenever it is necessary in order to supply electric service to a single customer, any length of an extension of the service beyond the length of one pole span, or 125 feet, that is required in order to reach the customer shall be placed underground at the customer's sole expense. Conduit, equipment, and wires from the Department's pole up to the point of delivery and all associated labor shall be at the customer's sole expense. The extension shall be constructed in accordance with the Department's Underground Specifications. Responsibility for the expense of maintaining secondary underground line extensions rests solely with the customer, including all conduits, conductors, and associated equipment beyond the point of interconnection. Unless otherwise specified, primary line extensions shall become the property of the Department, who shall be responsible for maintaining all conduits, conductors, transformers, and associated equipment up to the point of interconnection. In all cases, permanent easements acceptable to the Department shall be furnished without cost to the Department
- 3C The Department shall not be required to install service or meters for a garage, barn, or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.
- 3D The customer shall furnish, at no cost to the Department, the necessary space, housing, fencing and foundations for such equipment as will be installed upon the customer's premises, in order to supply it with electricity, whether such equipment be furnished by the customer or the Department. Such space, housing, fencing and foundations shall be in conformity with the Department's specifications and subject to its approval.
- 3E The customer shall furnish and install upon its premises such service and meter box as shall conform with specifications issued from time to time by the Department, and the Department may seal such meter box, and such seals shall not be broken, or in any way interfered with, by the customer.
- 3F A customer taking service at primary voltage shall, at its expense, and in a manner satisfactory to the Department, furnish, install, and maintain such switches, transformers, regulators, and other equipment the Department may deem necessary.
- 3G The customer's electric wiring, underground cables and the apparatus, appliances, and appurtenances, connected thereto, shall be installed and at all times conform to the requirements and standards of all legally constituted authorities, the National Electrical Code and to

those of the Department. The Department may refuse to begin or to continue service if such electric wiring, underground cables and apparatus, appliances and appurtenances connected thereto do not conform or are not maintained in accordance with such requirements and standards. The Department shall not be liable for damage caused by defects in the customer's electric wiring, underground cables and the apparatus, appliances and appurtenances connected thereto whether the same has been inspected or not, or whether Department has knowledge of such defects. The Department shall require written approval of the Town Wiring Inspector before connecting new electric service.

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- 3H A customer's premises may be connected to the Department's aerial distribution wires through an underground connection where the customer installs and maintains all the underground service, including the necessary riser.
- 3J The customer's wiring, piping, apparatus, and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Department, and the customer shall keep such wiring, piping, apparatus, and equipment in proper repair.
- 3K If for any reason it becomes necessary for the Department to relocate any of its poles, wires, or cables by which a customer is served, the customer, at its own expense, shall change the location of its point of delivery to a point readily accessible from the new location.
- 3L Where the customer is a developer proposing to construct a residential development consisting of dwelling facilities and facilities accessory thereto, the installation of underground distribution facilities and associated service connections shall be governed by the provisions of the Department's underground specifications as may be adopted and amended from time to time.

- 3I All underground service connected to the Department's underground cables beyond two (2) feet inside the property line shall be installed by the customer and shall be and remain the property of the customer and shall be maintained by the customer at its expense.
- 3J The customer's wiring, piping, apparatus, and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Department, and the customer shall keep such wiring, piping, apparatus and equipment in proper repair.
- 3K If for any reason it becomes necessary for the Department to relocate any of its poles, wires, or cables by which a customer is served, the customer, at its own expense, shall change the location of its point of delivery to a point readily accessible from the new location.
- 3L Where the customer is a developer proposing to construct a residential development consisting of dwelling facilities and facilities accessory thereto, the installation of underground distribution facilities and associated service connections shall be governed by the provisions of the Department's underground specifications as may be adopted and amended from time to time.
- 3M The customer's installation, before connection to the lines of the Department, shall comply with the latest requirements of the National Electric Code, Municipal and other authorities having jurisdiction and, in addition, to the applicable rules of the Department's Standard Requirements. The Department reserves the right to refuse to connect, or to discontinue service already connected, where the customer's installation is defective, inconsistent, or non-compliant with the requirements of the National Electric Code, or does not comply with the Department's Standard Requirements. The Department shall in no way be responsible for the maintenance or installation of the customer's property, nor shall there be any duty or obligation at any time to inspect the same.
- 3N The Department reserves the right to install protective apparatus so arranged as to disconnect the service on the premises if the Department's capacity at that point is exceeded.
- 3O Unless otherwise specified herein, title to all equipment, apparatus and/or facilities provided by the Department to supply service, whether or not affixed to the Customer's property, shall remain solely with the Department.

4. METERING

- 4A To determine the amount of electricity delivered meters of either the indoor or outdoor type shall be installed by the Department at locations to be designated by the Department. The Department may, at any time, change any meter installed by it. The Department may also change the location of any meter or change from an indoor type to an outdoor type providing that all expense of so doing is borne by the Department. Upon the reading of the Department's meter, all bills shall be computed. If more than one meter is installed for a specific service classification, except at the Department's option, the monthly charge for service delivered through each meter shall be computed separately and billed under the applicable rate.
- 4B All meters, devices or appurtenances furnished at the expense of the Department shall remain the property of the Department and may be removed by it at any time upon termination or discontinuance of the service.
- 4C The Department shall have the right, as its option and its own expense, to place demand-meters or other instruments on the premises, of any customer, for the purpose of measuring the demand or for other tests of all or any part of the customer's load.
- 4D The Department, at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy; also such other tests as it deems necessary for the proper administration of its rates, or as are required by law.
- 4E The Department will make additional tests or inspections of its meters at the request of a customer, provided said meter has not been tested within the previous twelve (12) months, but reserves the right to charge the customer when such test shows the meter to be correct within two percent (2%). The amount of the charge is identified within the SCHEDULE OF CHARGES, SECTION 16. The customer(s) will be allowed to be present during such testing.
- 4F Only Department personnel are authorized to cut and open the Department's padlock seal on any meter, remove and install a meter, install jumper pieces or other bypassing devices, remove or install sleeves, change the meter registration or tamper in any way with the electric meter. When a meter's seal is found broken, all costs attributable to re-sealing the meter, investigation of potential meter tampering, charges for electricity used but not metered and all other administrative costs attributable to the broken meter seal and other damage caused by tampering shall be charged to the Customer. In addition, all cases of suspected meter tampering shall be addressed in accordance with the provisions of G.L. c. 164, Sections 127 and 127A. All instances of suspected meter tampering will be referred to law enforcement for further investigation and prosecution. If tampering is suspected, service may be disconnected by the Department.

5. DEPARTMENT ACCESS TO EQUIPMENT

- 5A Any properly authorized and identified employee of the Department shall have access to the premises of the customer, at all reasonable times, for the purpose of reading meters, inspecting, and checking the customer's load, premises, and equipment and for the maintenance, repair, and exchange of any or all equipment owned by the Department and for the purpose of removing its property upon termination of its contract or discontinuance of service.
- 5B The customer shall not permit access for any purpose whatsoever, except by authorized employees of the Department, to the meter or other appliances and equipment of the Department. The customer shall be responsible for the safekeeping of the Department's property on its premises and shall take all reasonable precautions against unlawful interference with such property. The customer shall not interfere with, tamper, or alter the meters, seals, or other Department property used in connection with the rendering of electric service. The customer shall be liable for damage to the Department's property caused directly or indirectly by the customer, and such damage may be considered as sufficient reason for terminating the service until payment for the damage has been made and assurance is given that its equipment will be free from future interference.
- 5C When service to the customers property requires meters or any other of the Department's facilities to be located or constructed where access is limited or difficult by standard Department transportation, the customer (s) involved shall provide transportation of all Department material, tools, personnel and equipment from the point of reasonable access to the location when service is performed. In lieu thereof, the customer(s) shall accept pro rata billing of any transportation costs or special meter reading expenses incurred directly by the Department.

6. CUSTOMER'S PREMISES

- 6A The Department shall not be liable for damage to the person or property of the customer, or to any other persons, arising from the use of electricity, or the presence of the Department's appliances and equipment on the customer's premises. All property owned by the Department and located on the customer's premises shall be deemed to be personal property and title thereto shall remain with the Department, and the Department shall have the right at the expiration of service to remove all of its property whether affixed to the realty or not.
- 6B The Department shall keep in repair and maintain its own property installed on the premises of the customer.
- 6C The customer shall be responsible for the safekeeping of the property of the Department on his premises, and, in the event of damage to it, shall pay to the Department any cost of inspection and repairs. The customer shall protect the equipment of the Department on his premises, and shall not permit any person, except an authorized representative of the Department, to break any seals upon, or do any work on, any meter or other apparatus of the Department located on the customer's premises.

7. CUSTOMER USE OF SERVICE

- 7A All purchased electric service on the premises of the customer shall be supplied exclusively by the Department, and the customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service, or any part thereof, or any power generated by the customer or facilities located on the customer's property without the consent of the Department.
- 7B Electric service must not be used in such manner as to cause unusual fluctuation or disturbances in the Department's supply system, and in the case of violation of this rule, the Department may discontinue service, or require the customer to modify their installation and/or equip it with approved controlling devices.

- 7C Motor and other installations connected to the Department's lines must be of a type to use minimum starting-current and must conform to the requirements of the Department as to wiring, character of equipment, control devices, and protective devices.
- 7D The customer shall at all times take and use energy in such manner that the load will be balanced between phases to within nominally 10%. In the event of unbalanced polyphase loads, the Department reserves the right to require the customer to make necessary changes at their expense to correct the unsatisfactory condition, or to compute the demand used for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase.
- 7E The use of equipment by the customer for power factor correction must conform to requirements of the Department as to electrical characteristics of equipment and its operation and control. The customer may be required to limit the size of his static capacitor installation or to maintain effective control of the capacitors or other corrective equipment in order to prevent the use of such equipment from causing excessive voltage at the service. Corrective equipment installed by the customer must be located on the load side of his service disconnecting device.
- 7F Service supplied by the Department shall not be used to supplement or as a standby to any other service unless the customer shall make such guarantee in respect to the payment for such service as shall be just and reasonable in each case. Where such service is supplied, the customer shall not operate its plant in parallel with the Department's system without the consent of the Department and then only under such conditions as the Department may specify from time to time.
- 7G The Department shall not be liable for, or in any respect of, any interruption, abnormal voltage, discontinuance or phase reversal of its service due to causes beyond its immediate control, whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, failure to receive any energy for which in any manner it has contracted, the operation in accordance with good utility practice of an emergency load reduction program by the Department or one with whom it has contracted for a supply of energy, or inability for any other reason to maintain uninterrupted and continuous service.
8. CUSTOMER'S INSTALLATION
- 8A Anyone desiring to equip his premises for the use of electricity shall communicate with the Department directly, or through his electrical contractor giving the exact location of

the premises and details of all electrical devices which are to be installed.

8B The Department will designate a point at which the customer shall terminate his wiring and facilities for connection to the service-supply lines of the Department, but such information does not constitute an agreement or obligation on the part of the Department to furnish service.

8C For overhead service from the Department's overhead lines, the service entrance conductors must be brought to a location designated by the Department and suitable for attachment of its service facilities. Nothing in this Section 8C is intended to abridge the requirements for extensions of service in excess of one pole span, i.e., 125 feet, as described in Section 3B.

8D Customers desiring underground service directly from overhead lines or underground service and underground distribution in areas where the construction would normally be overhead must meet the conditions set forth by the Department. Nothing in this Section 8D is intended to abridge the requirements for extensions of service set forth in Section 3B.

8D.1 General Conditions

All flat rate charges under this section are applicable to direct buried secondary underground systems only. The flat rate charges under this section are not applicable to primary underground service or urban duct type underground systems.

8D.2 Secondary Underground Service

Customers desiring secondary underground service (UG) from overhead lines or from existing underground distribution facilities are responsible for any and all costs associated with such service, including secondary underground (UG) service conductors and connectors, trench excavation and back-fill, conduit and conduit installation on poles, under paved surfaces, and on the structure to the meter enclosure. All such material and installation shall conform to requirements of the Department's Underground Specifications.

8D.3 Primary Underground Service

Residential and General Service customers desiring a single-phase or polyphase primary UG service shall be responsible for the installation and all costs. The customer will be responsible for all associated trench excavation, back-fill, conduit and duct work, cable, transformers, enclosures, pedestals, vaults or hand holes and mounting foundations per the Department's constructing specifications.

8D.4 Relocation Of Delivery Point

In the event the Department is required to place underground any portion of its distribution system, or is required to change the location of any poles or its

overhead distribution system, a new point of delivery will, if necessary, be designated by the Department and the customer will be required, at his own expense, to make any change in his wiring system in connection therewith.

8D.5 Meter Location

The Department will designate a location, satisfactory to it, where there shall be provided free of expense to the Department, a dry and suitable place for the transformer or transformers, meter or meters, or other equipment of the Department, which may be necessary for the fulfillment of such contracts as may be entered into with the Department.

8D.6 Special Installations

The customer will be required to pay the excess cost, of any special installation necessary for service at other than standard voltages or for service with closer voltage regulation than required by standard practice. The excess cost will represent the difference in costs between the special installation and a normal installation.

9. REQUIREMENTS FOR DISTRIBUTIONS LINE EXTENSIONS 9A

General Qualifications

To qualify for a line extension to a mobile home, an installation must be permanent as to structure, location and intended use of service. Mobile homes will qualify for an extension under this policy provided: 1) they are installed permanently on the owner's property or on property leased by the customer for a period of not less than five years. 2) they have water and sewerage connections; and 3) the owners of the mobile homes signify their intention of taking service on a year-round permanent basis. If not fulfilling all of these conditions, service to mobile homes will be provided under temporary service provisions contained in Terms and Conditions, Section (1-E). Final determination of qualification for an extension under this policy shall rest with the Department.

10. OTHER OVERALL REQUIREMENTS APPLICABLE TO SINGLE-PHASE AND POLYPHASE LINE EXTENSIONS

10A Obligation To Extend, To Enlarge Or To Change

The Department's obligation to extend, to enlarge or to change its single-phase or polyphase supply facilities is limited as set forth in these Terms & Conditions and to such extent only on condition that no extraordinary costs of construction may be involved. Nothing in this Section 10 is intended to abridge the obligations of the customer under Section 3B.

10B Extensions Involving Abnormal Construction

Applications involving extension requiring abnormal construction which would result in extraordinary costs, such as crossing rivers and ponds, extending to an island, use of submarine cable and other special conditions, may be considered as special cases. Customers or other parties requesting such extensions shall be responsible for all extraordinary costs incurred.

10C Transportation Required For Operation & Maintenance

Whenever operation and maintenance is required on extensions which are located in remote areas where access by standard Department transportation is not possible, the customer(s) involved shall provide transportation of all Department line material, tools, men and equipment from the point of reasonable access to the location when service is to be performed. In lieu thereof, the customers shall accept

pro rata billing of transportation costs incurred directly by the Department.

11 BILLS

11A The supply of service for any purpose, at any location, is contingent upon payment of all charges provided for in the Rate Schedule as applicable to the location and the character of service. Unless otherwise specifically provided in the rate, bills for service shall be due and payable upon receipt.

Non-receipt of a bill does not excuse Customer's obligation to pay such bill.

11B Bills shall be deemed rendered and notices given when delivered to the Customer personally or mailed to him at the premises supplied, or at the last known address or when delivered to either. The Department shall have the right to disconnect its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Department for such service. The DPU's Billing and Termination Regulations at 220 C.M.R. 25.00 as applicable to municipal light departments are hereby incorporated by reference as may be amended from time as well as all laws applicable to the provision of service by the Department. There will be a charge for all Returned Checks, as identified within the SCHEDULE OF CHARGES, SECTION 16.

12 DEPOSITS

12A The Department may require a cash deposit in advance, equivalent to the Department's estimate of up to three months' bills for service to guarantee it against loss. Payment of said deposits shall not impair or affect any right of the Department to terminate the service agreement or discontinue the service as herein provided and said deposit shall be deemed only as security for the payment of bills or other claims of the Department upon termination of service.

12B In the event service is connected before payment of the required deposit, the Department reserves the right to disconnect service within ten (10) days after such deposit has been requested in writing by the Department.

13. CHANGE IN RATE

13A The rate schedule under which the Customer is supplied shall be determined by the Department based upon the customers usage or class of service.

13B Once established, the rate schedule under which the Customer is supplied shall not be changed unless the Customers usage pattern or service classification is modified. All changes made will be at the option of the Department.

14. LIMITATION OF LIABILITY

The Department shall not be liable for any injury, casualty, or damage to person or property of any Customer or any other person, whether under contract or tort, arising from, related to or caused by any interruption, abnormal voltage, discontinuance or reversal of service, duet to causes beyond its immediate control, whether accident, Acts of God, labor difficulties, conditions of fuel supply, action or inaction of any public authority, a reduction in voltage, rotating of the use of feeders, selected blackouts or failure to receive any electricity for which in any manner it has contracted, or inability for any other

reason to maintain uninterrupted and continuous service.

Whenever the integrity of the supply of electric service may be threatened by conditions on the Department's system or on a part of parts of the transmission and/or distribution system to which the Department is interconnected, the Department, in its sole judgment, may curtail or interrupt electrical service to the Customer and such curtailment or interruption shall not constitute a default by the Department. The Department shall not be responsible for any failure to supply electric service or any interruption or abnormal voltage of the supply, or any damage resulting from the restoration of service, except to the extent of the Department's willful misconduct or gross negligence.

The Department shall not be liable for damage to or loss of the person or property of the Customer or any other persons resulting from the use of electricity or the presence of Department facilities or equipment on the Customer's premises. The Department shall not be liable under any theory for any special, indirect, or consequential damages including loss of profits or revenue, loss of use of equipment, cost of capital, business interruption, spoilage of goods, claims of the customers of the Customer or any other economic harm.

The Department does not make any warranty, expressed or implied as to the adequacy, safety or other characteristic of any equipment, wiring, or devices, installed on the Customer's premises. The Department shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of the Department's service, conductors, appurtenances, or other equipment on the Customer's premises.

The Customer assumes full responsibility for the proper use of electricity furnished by the Department and for the condition, suitability, and safety of any and all wires, cable, devices, or appurtenances energized by electricity on the Customer's premises, or owned or controlled by the Customer that are not the Department's property. The Customer shall indemnify and hold harmless the Department from and against any and all claims, expenses, legal fees, losses, suits, awards or judgment for injuries to or deaths of persons or damage of any kind, whether to property or otherwise, arising directly or indirectly by reason of (1) The presence of or use of electricity over the wires, cables, devices or appurtenances owned or controlled by the Customer; (2) The failure of the Customer to perform any of his or her duties and obligations as set forth in the Terms and Conditions, Rate Schedules or other supplementary requirements for service where such failure creates safety hazards or (3) The Customer's use of electricity or electric wires, cables devices or appurtenance.

While the Department endeavors to furnish adequate and reliable service, the Department does not guarantee continuous service or warrant that service will be free from interruptions and the Department hereby disclaims any and all loss or liability resulting therefore and, to the extent authorized by law, it shall not be liable for direct or consequential losses or damages of any kind resulting from any stoppage, interruption, variations or diminution of service caused by the Customer's acts or omissions, acts of the public enemy, state of war, requirements of federal, state or municipal authorities, strikes, acts of God

or the weather, accidents, operating conditions or contingencies or other causes.

When a part or parts of the interconnected generation, transmission or distribution system is/are threatened by a condition affecting the integrity of the supply of electricity or when a condition of actual or threatened shortage of available energy supplies exists, the Department may, in its sole judgment, curtail, allocate, or interrupt service to any Customer. Such curtailment, allocation or interruption shall, where possible or practicable, be in accordance with the terms and conditions of any applicable energy emergency or load curtailment plan which shall be adopted by energy dispatching and control centers in which the Department is a participant.

15. MULTI-FAMILY DWELLINGS

15A Individual dwelling units in a multiple dwelling will be individually metered wherever practicable, provided the wiring on the Customer's side of the meter and related matters are in conformity with the State and Local Sanitary, Electrical and Building Codes. If a residence is converted to multiple units, or for some other reason it becomes impracticable in the judgment of the Department to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or general service rate.

15B Separate dwelling units, whether within the same building or in separate buildings on the same residential premises, shall be considered separate Customers. Such multi-dwelling units will be metered and billed individually.

15C The Department does not supply electric service for resale, re-metering, sub metering, master metering or other disposition to tenants or occupants. The Customer shall not resell, make a specific charge for, re-meter or sub-meter or measure any of the electric energy so redistributed or furnished.

SECTION 16
SCHEDULE OF CHARGES

Effective: 09/01/2000

Permanent Service Connect Fee: \$100.00

Temporary Service Connect Fee

Will be required in advance as follows:

Within 150 feet, Service Drop and Meter Only: \$150.00

Other Temporary Services: At Actual Cost

Meter Testing

Fee for customer requested testing of correctly operating
meter: As Negotiated With Department

Primary Line Extensions

Billed at actual construction costs and paid for in three (J)
equal installments. Final payment required prior to
energizing.

Returned Checks

Subject to a service/handling charge of: \$ 25.00

Non-Payment reconnect charge:

During normal business hours \$ 10.00
After normal business hours \$100.00