

**ASHBURNHAM MUNICIPAL LIGHT PLANT  
GENERAL TERMS AND CONDITIONS  
FOR ELECTRIC SERVICE  
Approved July 21, 2016**

**I. APPLICABILITY**

The following Terms & Conditions of the Ashburnham Municipal Light Plant (“AMLP”) shall be a part of every Rate Schedule or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”). The provisions of these Terms and Conditions and the Schedule of Rates shall apply to all persons applying for or receiving service from AMLP (“Customer”) when effective and compliance thereof by the Customer is a condition precedent to the initial or continuing supply of electricity by AMLP.

These Terms and Conditions, and any amendments hereto, are binding on every Customer regardless of whether such Customer has actual notice of them. No agent or employee of AMLP is authorized to modify, change or waive any of these Terms and Conditions by oral agreement, representation or otherwise. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time only by a duly authorized vote of the AMLP Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions and shall be binding on all Customers. If any provision of these Terms and Conditions shall, for any reason and to any extent, be determined to be invalid or unenforceable, the remaining provisions will remain binding and enforceable.

**II. INITIATING ELECTRIC SERVICE**

- A. EXCLUSIVE SERVICE PROVIDER. AMLP shall be the exclusive electric service provider in its service territory. Any resident or Customer within AMLP’s electric service territory shall be prohibited from purchasing energy from any other entity or person. Any resident or Customer within AMLP’s electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with AMLP’s express written consent, which may be withheld by AMLP in its sole discretion, or upon order of the DPU.
- B. SERVICE APPLICATION. Any person seeking to initiate temporary or permanent service or to change or to restore service shall complete and sign a written application on such forms provided or specified by AMLP. All adult occupants of the service location who are 18 years old or older are required to sign the application and shall be jointly and severally liable as the Customer-of-record. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. AMLP may request any other information as it deems necessary to secure payment for all charges and to provide efficient and

reliable service. A completed application must be submitted at least five (5) days before service is to be commenced or restored.

- C. SECURITY DEPOSITS. AMLP may require any Customer, upon application for service or at any time, to furnish a security deposit in the form of cash or check, equal to an estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. If a prior history of usage is established, the estimate shall be based on the highest three-month period of service. For new commercial and industrial Customers, AMLP will calculate the amount of the security deposit based on the best information available for electric usage for the type of business in which the Customer is engaged and in no event, shall such deposit be less than \$300. AMLP may adjust the amount of the security deposit as necessary consistent with the Customer's usage history and as otherwise may be necessary to ensure that the full deposit is maintained. The security deposit may be maintained for the full term of service. Interest on security deposits held longer than six months shall be paid to the Customer or credited to the Customer's account in accordance with applicable laws or regulations. AMLP may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.
- D. CONTINGENT UPON RIGHTS. The supply of service is contingent upon AMLP's ability to secure and retain the necessary location(s), rights-of-way or other property rights for its poles, wires, conduit, cable, and other equipment or apparatus. The Customer, at its sole expense, shall provide or secure any necessary permits, licenses, certificates, easements or rights-of-way on private property as may be required to enable AMLP to install and furnish the service for which application is made. AMLP, without liability, may suspend or terminate service if the Customer fails to maintain any such permits, licenses, certificates, easements or right-of-way grants required for such service.
- E. REFUSAL TO SERVE. AMLP reserves the right to refuse to supply service to new Customers or to supply additional load to any existing Customer if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service, or the difficulty of access thereto is such that it causes an undue hardship on AMLP, financial or otherwise. AMLP also may refuse to supply service to loads of unusual characteristics which might affect the cost, quality or reliability of service supplied to AMLP's other Customers. As a condition to providing or continuing service, AMLP may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by AMLP, at the Customer's sole expense.

- F. REJECTION FOR UNPAID BALANCE. AMLP reserves the right to reject any applications made by or on behalf of any Customer whose bills for service remain unpaid at the time of the application. The Customer shall be required, as determined by AMLP, to execute a Cromwell Waiver to add the outstanding balance to the new account or to pay all outstanding bills in advance of supplying service.

### **III. INSTALLATION OF NEW SERVICE AND SERVICE CONNECTIONS**

- A. CUSTOMER'S WIRING. The Customer is responsible for the installation of all wiring on the Customer's premises to the point of entrance, as specified by AMLP. The Customer's wiring and electrical equipment shall comply with applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and/or AMLP's specifications and policies as may be established or amended from time to time. The Customer shall obtain written approval of the Town Wiring Inspector prior to the connection of new service. AMLP may refuse to provide service until the Customer's wiring has been approved for energization or if AMLP determines that the Customer's installation does not comply with applicable requirements
- B. EXTENSION OF DISTRIBUTION SERVICE. The extension of new service shall be subject to AMLP's requirements and specifications and at the Customer's expense. AMLP may require the execution of a separate construction agreement to address major or unusual new service installations.
- C. PRIMARY SERVICES. AMLP shall determine the necessity of installing primary service and the primary requirements applicable to the Customer. All equipment, installations and other work performed by the Customer shall be in accordance with applicable bylaws, state and local codes or requirements, the National Electric Safety Code and AMLP's requirements and specifications. The Customer shall be responsible for the full cost for designing the layout and the supply and installation of equipment and facilities for providing primary service, whether provided by AMLP or the Customer. AMLP will supply transformers exceeding 300-kva bank/padmout, at the Customer's expense. The Customer shall pay the full amount of engineering, equipment and construction costs prior to installation.
- D. SECONDARY SERVICES.
  - 1. Temporary Service (Overhead). Single-phase service will be provided in accordance with AMLP's specifications and subject to the charges set

forth in Article VII, Section G. The Customer shall be responsible for providing a meter socket, distribution equipment, and a suitable attachment point required to meet the National Electric Safety Code temporary service requirements. The service location will be determined by AMLP.

2. Permanent Service (Overhead). Single-phase service will be provided in accordance with AMLP's specifications and subject to the charges set forth in Article VII, Section G. The Customer shall be responsible for installing the service bolt as provided in Article IV, Section E. Meter Locations will be determined by AMLP.
3. Temporary Service (Underground). AMLP will consider single-phase temporary underground service requests on a case-by-case basis. If approved, the installation of temporary underground services shall comply with the requirements applicable to permanent underground service.
4. Permanent Service (Underground). The Customer is responsible, at its sole expense, for all excavation conduit, meter socket and wire associated with the underground service as well as all connections. All installations must comply with applicable codes and AMLP's requirements and specifications. AMLP will complete the final connections to the AMLP secondary. The Customer shall leave 30 ft. of secondary cable to allow for connection to AMLP secondary. The Customer shall provide enough conduit to extend up the pole approximately 25-ft. above the meter socket as well as clips and a weatherhead to complete the installation. Services that require the use of steel conduit will have a grounding clamp installed 6 inches down from the top suitable for a # 6 solid conductor to be attached by AMLP.
5. Three Phase Service (Temporary or Permanent). AMLP will consider three-phase service requests on a case by case basis. Requests for three phase secondary services shall be submitted in writing and shall include estimated load requirements. AMLP may request any other information as it deems necessary to evaluate the Customer's request. Costs associated with three-phase service will be determined by AMLP and are payable by the Customer in full prior to the commencement of construction.
6. Inspections. Temporary or permanent services will not be connected until the Ashburnham Wire Inspector has completed the inspection and notified AMLP.

E. GENERAL SERVICE REQUIREMENTS.

1. Attachments for Service Drop Conductors. For new construction, AMLP will provide service bolt for service conductors. The Customer shall be responsible for the installation of the service bolt in accordance with AMLP's requirements and specifications. The service bolt shall be located not less than six (6) inches below the service head or weather cap and shall have a horizontal clearance of six (6) to twelve (12) inches from the service entrance cable.
2. Underground Installations. AMLP does not allow direct buried cable or wire. For all underground installations, service shall be installed in conduit per AMLP's specifications.
3. Additional Engineering Requirements and Specifications. AMLP reserves the right to impose any Customer-specific engineering requirements or specifications, as AMLP, in its discretion, deems necessary for the protection of its distribution system and for the provision of safe and reliable service to the Customer and its other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply. AMLP or its outside engineer will prepare any engineering plans required by AMLP at the Customer's sole cost.
4. Additional Equipment. AMLP may install any equipment that it deems necessary for the reliable and efficient provision of service and the protection of its facilities, including remote disconnect and current limiting devices.
5. Ownership of Equipment and Facilities. All equipment and facilities shall be owned by AMLP up to the delivery point, whether installed by the Customer or AMLP.

#### **IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS**

- A. LOAD CHARACTERISTICS. AMLP will determine the character of service to be made available at each location. As provided in Article II, Section E, AMLP may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that might adversely affect AMLP's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of AMLP personnel, or require the installation of regulating equipment, as determined by AMLP in its sole discretion. The Customer shall notify AMLP in writing, on a form approved by the AMLP, before any change or addition is made in the load characteristics of the Customer's equipment. The Customer shall be liable for any damage caused by any such changes or additions made

without the AMLP's written approval, including any damage to AMLP's meters, transformers, lines, or other equipment.

- B. TYPE OF SERVICE. 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 only may be made available upon the express written approval of the General Manager of AMLP, as determined in AMLP's sole discretion, and at the sole expense of the Customer.
- C. COMPLIANCE WITH RATE AVAILABILITY. To the extent applicable, the use of service shall not be for any purposes other than those covered by the availability provision of the particular rate under which service is supplied.
- D. SUITABILITY OF EQUIPMENT AND APPARATUS. The Customer's wiring, equipment and apparatus shall be suitable for compatible operation with the service supplied by AMLP and shall, at all times, conform to the requirements of any legally constituted authorities and to those of AMLP, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the service supplied for any purpose or with any apparatus that would cause any disturbances or which may impair or render unsafe the service supplied by AMLP to its other Customers. AMLP shall not be responsible for the maintenance or installation of the equipment and property on the Customer's side of the delivery point, nor shall AMLP have any duty to investigate the same. However, AMLP reserves the right, but not the obligation, to disconnect its service, if to its knowledge and in its judgment, the Customer's installation has become or is dangerous, defective, or in violation of applicable safety codes or AMLP's requirements or specifications. The Customer shall be liable for any damage resulting to AMLP's apparatus or facilities or to its other Customers caused by the Customer's failure to comply with any provision of these Terms & Conditions.
- E. COMPLIANCE WITH LAWS. The Customer shall comply with all applicable by-laws, codes, requirements, certificates, permits and approvals of federal, state or municipal bodies or authorities with respect to the installation and maintenance of its equipment and facilities and shall be required to furnish satisfactory evidence of such compliance upon request. AMLP shall not be required to supply or continue service unless all applicable permits and approvals have been obtained or compliance with applicable codes has been established.
- F. RESALES PROHIBITED. Service supplied by AMLP shall be for the exclusive use of the Customer for the purpose and class of service specified, and such service shall not be resold.

**V. INSTALLTION, ACCESS AND PROTECTION OF AMLP'S EQUIPMENT AND METERS**

- A. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, AMLP will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. All meters installed by AMLP shall remain the property of AMLP, regardless of whether such meter is repaired or replaced by AMLP at the Customer's expense as provided herein. AMLP shall maintain and test the meters in accordance with applicable laws or regulations.
- B. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever AMLP determines that an unauthorized use of electricity is being made at the service location, AMLP may make any changes to its meters, appliances or other equipment on the Customer's premises or take any other corrective action as may be appropriate under the circumstances to ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.
- C. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to AMLP, the necessary space, housing, fencing, barriers, and foundations for the protection of equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or AMLP. If the Customer refuses or fails to do so, AMLP, at its option, may charge the Customer the costs for furnishing and maintaining the necessary facilities or devices for the protection of its equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to AMLP's specifications and approval.
- D. ACCESS TO AMLP'S EQUIPMENT AND METERS. At all times, the meter and any other AMLP equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to AMLP at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to AMLP's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. AMLP may refuse to supply or may suspend service if access cannot be readily obtained, as determined by AMLP in its sole discretion.
- E. GRANT OF RIGHTS. The Customer hereby gives AMLP permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing AMLP's meters, equipment or appliances. If access is refused or is otherwise not provided, AMLP may take such corrective action as it deems necessary, including suspending service until access is obtained. The Customer shall be responsible for all costs incurred by AMLP to obtain such access. The Customer shall pay all

such charges in full before service will be restored or any new service will be supplied.

- F. INTERFERENCE AND TAMPERING PROHIBITED. No person, unless expressly authorized by AMLP in writing, shall disconnect, remove, inspect or otherwise tamper with any meter or other equipment or facilities owned by AMLP. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to AMLP's meters or equipment. Upon request, AMLP will temporarily relocate meters (which shall not include service equipment) at no additional cost to accommodate construction projects at the service location. The Customer shall be responsible for the safekeeping of AMLP's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith. AMLP may impose any additional reasonable conditions as it deems necessary for the protection of its equipment and facilities. The Customer shall be responsible for all costs associated with any damage or interference with AMLP's meters and/or equipment, including the cost of repairs or replacements as determined by AMLP in its sole discretion. AMLP reserves the right to suspend or discontinue service until full restitution is made and to take other reasonable measures to ensure the safety and protection of its property. In addition, any person found tampering with such AMLP equipment or meters may be subject to a fine or imprisonment, or both, as provided by G.L. c. 164, Section 126 or other applicable law.
- G. MULTIPLE DWELLING UNITS AND BUILDINGS. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be separately metered and considered as separate Customers, whenever practicable. AMLP shall be supplied with a simplified plan and each unit in the building shall be designated by an appropriate number for identification purposes. If a residence is converted to multiple units, or for some other reason it becomes impracticable in the judgment of AMLP to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or general service rate. Customers who wish to use a single meter to measure total consumption shall bring wiring to a central point. The wiring and location of the central point shall be subject to AMLP's approval. AMLP shall not be required to install separate service for any garage, barn, or other out-building if such service may be supplied from the main premises. Landlord customers shall comply with the requirements of the State Sanitary Code.

## **VI. ADDITIONAL CUSTOMER RESPONSIBILITIES.**

- A. PROTECTION OF CUSTOMER EQUIPMENT AND APPLIANCES. The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics, similar and other devices can be extremely sensitive to power system transients or loss of voltage. The Customer is solely responsible for the protection of its equipment and appliances and should consult the equipment manufacturer for suitable devices to protect against these conditions. AMLP shall



not be liable for any losses or damage to the Customer's equipment and appliances.

- B. INSTALLATION OF RELAYS. The Customer shall install, at its 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).
- C. CHANGES IN CUSTOMER'S CONDITIONS OR INSTALLATION. The Customer shall provide advance written notice to AMLP of any proposed change to the purpose or location of the Customer's equipment or service conditions. Such changes shall not be made until approved by AMLP in writing. AMLP may request any information as it deems necessary to evaluate the effect of the proposed change on its system. The Customer shall be liable for any damage to the meters or other apparatus and equipment of AMLP caused by the changed conditions or installation made without AMLP's express prior approval. AMLP may terminate or refuse to provide service to any location if changes in the Customer's equipment, installation or interconnection fail to meet specifications or requirements prescribed AMLP.
- D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for AMLP to relocate any of its poles, wires or cables by which the 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, and shall make any change in the wiring system in connection therewith.

## **VII. RATES, CHARGES AND BILLING**

- A. RATE. AMLP will determine the rate applicable to each Customer based upon such Customer's usage or class of service. Every Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year. AMLP shall not be liable for any claim that service provided to the Customer might have been less expensive or more advantageous to the Customer if supplied under a different rate.
- B. CHANGES IN RATE. AMLP's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with G. L. c. 164, § 58. Service shall be billed at the new rate as of effective date.
- C. BILLING. All meters shall be read at least every other month as provided in the DPU billing and termination regulations, except where access to the meter cannot be obtained on the regular reading date. Bills for regular service charges shall be rendered monthly, except when AMLP determines that a different billing period is required or desirable as permitted by applicable law or regulation. Charges for

the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. AMLP may require payment in advance for such work.

- D. DUE DATE. All bills shall be due and payable upon receipt. The bill shall be deemed to be received on the date of hand delivery or three days following the date of mailing, as applicable, unless otherwise specified in the applicable rate schedule. If a bill for monthly service is not paid in full within sixty (60) days of the original invoice date and the amount is not subject to a good faith dispute, the invoice shall be deemed to be past due and service shall be subject to termination in accordance with applicable laws and regulations. The Customer also may be subject to late payment fees.

**The prompt payment discount may only be taken on accounts where the customer pays the amount due as indicated on the invoice by the due date.**

- E. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer of record and shall be liable for all charges for service until such time as the Customer requests termination of service and a final meter reading is obtained by AMLP. All requests for termination shall be in writing on such forms required by AMLP. Continuous service will be provided to rental properties during periods of vacancy upon the filing of an application for continuous service pursuant to which the property owner or management company agrees to pay for the charges until a new Customer-of-record is established.

- F. LIABILITY FOR UNMETERED SERVICE AND UNBILLED CHARGES. When the Customer receives service that has not been metered or has not been charged due to a billing error or otherwise, AMLP may issue a make-up bill for the unbilled charges. The charges will be based on the actual use (if available) or estimated use (if actual meter readings are not available), at the applicable rate(s) for service during the period of unmetered or unbilled use.

- G. ADDITIONAL FEES AND CHARGES.

**Renewable Energy Charge.** All bills for electric service shall be subject to a mandatory renewable energy charge pursuant to G.L. c. 25, § 20. The Customer shall be charged .0005 cents per kilowatt hour or such other amount prescribed by law.

**Disconnection Fee.** The Customer may be charged a disconnection fee of \$50.00, including temporary disconnections.

**Reconnection Fee.** The Customer shall be subject to a reconnection fee for each reconnection of service. The reconnection charge between the hours of 7:00am and 3:00pm Monday through Friday, except holidays, shall be subject to a \$50.00 fee. If the Customer requests reconnection of service between the

hours of 3:00pm and 7:00am, or on weekends and holidays, the reconnection fee shall be \$300.00.

**Temporary Removal of Service Drop.** The Customer will be charged a fee of \$50.00 for the temporary removal of the service drop during normal business hours to facilitate construction, repairs, and the Customer's tree trimming at the service location. The Customer will be charged AMLP's actual costs for removals outside of normal business hours.

***Tree Removal.** Trees which are dead, dying, or significantly damaged create hazard to life and property. It is the legal responsibility of the landowner to remove dead, dying, or diseased trees which could potentially cause damage to AMLP lines or equipment.*

*It is the policy of the department to charge tree owners for damages caused by trees which the landowner knew, or should reasonably have known were hazardous.*

*Tree removal or pruning should only be performed by qualified tree service companies which maintain appropriate training, licensing, equipment, insurance, and personnel to perform such services near high voltage equipment and lines. AMLP may at times provide a list of potential tree services for customer convenience, but no such list is to be construed as an endorsement or approval of any company(s). Anyone procuring tree services must use appropriate diligence and discretion in employing such contractors.*

**Temporary Service Fee for Events.** The Customer will be charged a minimum fee of \$50.00 for short-term events, such as concerts and fairs.

**Late Payment Fee.** To the extent permitted by law and unless otherwise specified in the applicable rate schedule, past due bills where such amount(s) is not subject to dispute, may bear interest on any unpaid balance, including any outstanding interest charges, at a rate equal to the lower of (i) 1.5% per month and (ii) the maximum rate allowed by law, from the date that the bill was considered past due.

**Returned Check Fee.** AMLP may charge a minimum fee of \$25.00 for each returned check. AMLP, at its option, may charge to the Customer the actual costs incurred by AMLP for each returned check.

**Primary Service Extensions.** The Customer will be charged AMLP's actual costs to extend electric service.

**Secondary Services – Overhead (Temporary and Permanent).** Single-phase service will be provided from existing lines and poles up to a distance of 200 feet for a service charge of \$150.00. For Single Phase service beyond 200 feet from an existing pole or service within 200 feet but requiring the installation of a new pole or anchor, the Customer will be charged \$325 per pole (which includes associated secondary cable) and \$75.00 per anchor. The service requirements shall be determined by AMLP at its sole discretion.

**Secondary Services – Underground (Temporary and Permanent).** Single-phase underground service will be provided at actual costs for labor and materials.

**Engineering Rate.** All engineering services, including layout of pole line, will be charged to the Customer at a rate of \$150.00 per hour.

**Meter Changes.** Meter changes at the Customer's request are subject to a \$150.00 fee. The fee will be refunded if the meter is found to be inaccurate.

## VIII. SUSPENSION OR TERMINATION OF SERVICE

- A. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES. AMLP reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to AMLP's equipment or facilities, whether on or off the Customer's premises. AMLP also may suspend service at any time, in its judgment, to protect the safety of its workers or the public or its property, or otherwise when AMLP deems that an emergency exists. However, nothing in this Section shall be deemed to require AMLP to make any such repairs, replacements or changes, at times other than AMLP's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.
- B. NON-COMPLIANCE. AMLP shall have the right to suspend or discontinue service when the Customer fails to comply with or fails to perform any of the requirements or obligations of these Terms and Conditions or any applicable rate schedule or service agreement with AMLP, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with AMLP's system or service to AMLP's other Customers.
- C. REASONS OF SAFETY OR FRAUD. AMLP may suspend or discontinue service without prior notice in the following situations:

1. Where the Customer's wiring or equipment is found to be in a dangerous or unsafe condition or for other reasons affecting the health or safety of the public or AMLP's workers; and/or
  2. If necessary to protect AMLP from fraud or theft.
- D. CAUSES BEYOND AMLP'S CONTROL. AMLP may discontinue or suspend service and remove any AMLP equipment which, in the opinion of AMLP, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond AMLP's reasonable control.
- E. AS PERMITTED BY DPU REGULATIONS. AMLP may discontinue service in accordance with or as permitted by the DPU's billing and termination regulations, 220 C.M.R. 25.00, *et seq.*
- F. REMOVAL OF APPLIANCES. AMLP may remove its equipment and appliances upon termination or discontinuance of service. Such appliances and/or equipment shall not be restored except upon the filing and acceptance of a new application for service and payment of all outstanding charges and the costs of removal and restoration of service.

## **IX. LIMITATIONS ON LIABILITY AND DAMAGES AND EXCLUSIONS**

- A. SERVICE QUALITY AND INTERRUPTIONS. While AMLP endeavors to furnish adequate and reliable service, AMLP does not guarantee continuous service or warrant that service will be free from interruptions or defects and disclaims any and all loss or liability resulting from its failure to provide service or its inability to maintain uninterrupted and continuous service to the extent allowed by law. AMLP shall not be responsible for any variation or diminution in service, abnormal voltage, or reversal of its service, except to the extent that such condition is caused solely by AMLP's gross negligence or willful misconduct. In no event shall AMLP be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. AMLP shall have no duty to regulate voltage and/or frequency beyond that required by the American National Standard for Electric Power Systems and Equipment, ANSI C84.1, and if the Customer requires regulation of voltage and/or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at his own expense.

The Customer acknowledges that when a part or parts of the interconnected generation, transmission or distribution systems may be threatened by a condition which may affect the integrity of the supply of electric service, or when a condition of actual or threatened shortage of available energy supplies and resources shall exist, AMLP may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer.

- B. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. AMLP shall not be liable for injuries or damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of AMLP's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does AMLP in any way give any warranty, express or implied, as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. AMLP shall not be liable for injuries or damages resulting in any way from the supplying or use of electricity or from the presence or operation of AMLP's service, conductors, appurtenances or other equipment on the Customer's premises.
- C. OTHER EVENTS. Notwithstanding the foregoing limitations, AMLP disclaims any and all liability for losses or damages due to any other causes beyond its immediate control, whether fire, explosion, flood, weather conditions, accidents, labor difficulties, conditions of fuel supply, the attitude of any public authority, reduction in voltage, rotational utilization of distribution feeders, scheduled black-outs, failure to receive electricity for which in any manner it has contracted, or due to the operation in accordance with good utility practice of an emergency load reduction program by AMLP or one with whom it has contracted for the supply of electricity.