

TERMS AND CONDITIONS

The following Terms and Conditions are a part of all rates, and compliance by the customer is a condition precedent to the initial and continuing supply of electricity by the Shrewsbury Electric Light Plant ("Department"). These Terms and Conditions, and any amendments hereto, are binding on every Customer regardless of whether such Customer has actual notice of them. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time only by a duly authorized vote of the Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service shall be subject to the Department's applicable policies, rules, regulations and specifications, to the extent not inconsistent with these Terms and Conditions. If any section, paragraph, clause, word or provision of Terms and Conditions shall be deemed by a governmental authority of competent jurisdiction to be invalid, the remainder of these Terms and Conditions shall be unaffected by such adjudication and all of the remaining provisions shall remain in full force and effect as though such section, paragraph, clause, word or provision or any part thereof so adjudicated to be invalid had not been included herein. "Customer" shall mean any person or entity applying for service from the Department, receiving service from the Department or that has received service from the Department as the context requires.

General

1. The Department shall be the exclusive electric service provider in its service territory. All Customers within the Department's electric service territory shall be prohibited from purchasing energy from any other entity or person. All Customers within the Department's electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with the Department's express written consent, which may be withheld by the Department in its sole discretion, or upon order of the Department of Public Utilities ("DPU"), or its successor.
2. The supply 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 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 the Department to install, furnish and maintain the service for which application is made. The Department, 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. The character of service to be made available at each location will be determined by the Department. In general, the standard voltage supplied will be 120/240 volts, single phase. Contact the Department for information on availability of other voltages and

service characteristics.

3. The Department reserves the right to refuse to supply service to new customers or to supply additional load or to upgrade service 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 the Department, financial or otherwise.
4. Such wiring and other electrical equipment and apparatus as may be necessary in order to utilize the service shall be provided, installed, maintained, and used by the Customer in accordance with the requirements, if any, of the National Electrical Safety Code, and of all public authorities having jurisdiction of the same, and the requirements of the Department. In general, the Department will not provide any service until the Customer's wiring has been inspected and approved for energization.
5. In general, each Customer shall be served from one service location and one meter. Apartment buildings shall be served through one service, one building service meter, and individual meters for each occupancy. In the case of more than one building in an apartment complex, each building service meter shall be considered an individual and separate account and will be billed separately.
6. Service cannot be supplied unless and until the Customer completes an "Application for Electric Service" which is available from the Department. The Department may request any other information as it deems necessary to secure payment for all charges and to provide efficient and reliable service.

Service can only be supplied pursuant to an Authorized Agent of the Department. No agent or employer of the Department is authorized to orally modify any term, provision or rate of the Department.

The Department 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. In the Department's discretion, the Department may require either the execution of a Cromwell Waiver to add the outstanding balance to the new account or the payment of all outstanding bills in advance of supplying service.

A Customer shall be and shall remain the customer-of-record and shall be liable for service taken until such time as the customer-of-record requests termination of service and a final meter reading is recorded. All requests for termination shall be in writing on such forms required by the Department. 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

Service supplied by the Department shall be for the exclusive use of the Customer for the purpose and class of service specified, and such service shall not be resold. This prohibition includes the resale of electricity furnished by the Department to individual occupants of the service location based on the registration of Customer-owned metering devices (submetering).

Requirements of Providing and Continuing Service

7. The Customer shall wire to the point designated by the Department, at which point the Company will connect its service.
8. The Department shall construct or install overhead or underground distribution facilities or other equipment determined by the Department to be appropriate for a Customer under the following conditions:
 - A. The Customer shall secure from the owners of record, without cost to the Department, perpetual rights and easements to the Department, including rights of ingress and egress, free and clear of encumbrances of record, the form and content of which shall be acceptable to and approved by the Department. Such rights and easements must be granted to and accepted by the Department prior to the start of construction.
 - B. The Customer shall furnish the Department with an approved subdivision plan or plans, together with all available grades and land clearing information, street improvements details, locations of water mains, sewer lines, gas lines, property lines, and easements to parties other than the Department.
 - C. When the Customer requests an overhead electric service extension, the Department shall install, own, and maintain the service to the point of attachment on the Customer's structure in accordance with the Department's specifications.
 - D. The Department shall own and maintain all underground primary electric service which includes all underground service to the low voltage side of the transformer. When the Customer requests an underground primary electric service extension, the Customer shall be responsible for the arrangements and expenses described in accordance with specifications and requirements of the Department.
9. The Department shall not be required to install a service or meter for a garage,

barn or other out-buildings, so located that it may be supplied with electricity through a service and meter in the main building.

The Department may, in the exercise of reasonable judgment, refuse to supply service to loads of unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of Department personnel. In lieu of such refusal, the Department may require a Customer to install at its sole expense any necessary regulating and protective equipment in accordance with requirements and specifications of the Department.

10. The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device a shall conform with specifications issued from time to time by the Department. The Department may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Department.
11. 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.
12. The Customer shall furnish and maintain, at no cost to the Department, the necessary space, housing, fencing, and foundations for all equipment that is installed on its premises in order to supply the Customer with electricity, whether such equipment is 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.
13. Whenever the estimated expenditures for the equipment necessary to supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates will, in the opinion of the Department, be insufficient to warrant such expenditures, the Department may require a Customer to guarantee a minimum annual payment of commitment for a term of years or to pay the whole or a part of the cost of such equipment.
14. The Department reserves the right to impose any customer-specific engineering requirements or specifications, as the Department, 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 to the Department's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.

15. The Department may require the installation of any equipment that it deems necessary for the reliable and efficient provision of service and the protection of its facilities.
16. The Customer shall be responsible, at its expense, for maintaining its equipment and facilities in good condition, in compliance with applicable codes, and in accordance with the Department's requirements and specifications. The Department may suspend or disconnect service if Customer fails to comply with this provision.
17. 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. The Department 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.
18. The Customer shall provide advance written notice to the Department 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 the Department in writing. The Department 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 the Department caused by the changed conditions or installation made without the Department's express prior approval. The Department 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 the Department.
19. If for any reason, it becomes necessary for the Department to relocate any of its poles, wires or cables by which the Customer is served, the Customer 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.

Protection of and Access to Company Property

20. At all times, the meter and all other Department equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to the Department at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to the Department's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. The Department may refuse to supply or may suspend

service if access cannot be readily or safely obtained, as determined by the Department in its sole discretion.

The Customer hereby gives the Department permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing the Department's meters, equipment or appliances. If access is refused or is otherwise not provided, the Department 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 the Department 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. The Department shall not be liable for any damage caused in obtaining lawful access to the premises.

Upon request by the Customer, the Department will test the Customer's meter. If the meter is found to be inaccurate, the Customer will not be charged for the meter test. If the meter test is found to be accurate, the Customer shall pay a \$50.00 fee or such amount as may be set forth in an approved fee schedule or tariff. In the Department's discretion, the Department may require the Customer to pay the fee in advance of the meter test, with the amount refunded if the meter test shows that the meter is inaccurate. A meter shall be deemed inaccurate if it registers more than two percent above or below the standard measure approved by the Massachusetts Department of Public Utilities.

21. The Customer shall not injure, interfere, destroy or tamper with the meter or other property of the Department nor suffer or permit any person to do so. 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, and shall provide for their safekeeping. The Customer shall use all reasonable precautions to protect the property of the Department located on the premises of the Customer from damage and interference and shall be responsible for all damages to, or loss of, such property of the Department. The Customer shall be responsible for all costs associated with any damage or interference with the Department's meters and/or equipment, including the cost of repairs or replacements as determined by the Department in its sole discretion. The Department 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.
22. The Customer shall so maintain and operate its electric equipment and apparatus as not to endanger or interfere with the service of the Department. Electric meters are the property of the Department. No one but authorized Department personnel shall cut and open the Department padlock seal on a

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. Meters damaged accidentally or otherwise will be replaced at the expense of the property owner where the meter is located. When a meter is found to be tampered with, service to that meter will be disconnected. To have service restored, the Customer must first pay a \$45.00 reconnection fee, payable in cash to the Department. In addition to charges for electricity used, but not metered as a result of the tampering, all costs attributable to investigation of the tampering, calculation of amounts owed and any other administrative costs will be charged to the Customer. All instances of meter tampering will be reported to the Police Department for investigation and prosecution. To restore service after it has been disconnected, application must be made in person at the Department's offices. In addition to the fee for tampering, a deposit will be required, equal to three months' average consumption on the premises in question. Service will be reconnected within 24 hours after payment of the aforementioned fees and deposit, if the matter has been resolved to the satisfaction of the Department.

23. Whenever the Department determines that an unauthorized and unmetered use of electricity is being made on the premises of a Customer, the Department may, at the Customer's expense, make such changes in the location of its meters, appliances and equipment on said premises or take any other corrective action as will, in the opinion of the Department, prevent such unauthorized and unmetered use from being made and/or to ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.

Payment of Bills - Remedies, Security

24. All bills shall be due and payable upon receipt. However, bills rendered to residential Customers shall not be due for purposes of terminating service for non-payment, until (a) 45 days from the date of receipt of (b) a period at least equal to the time that has elapsed between receipt of such bill and the most recent previous bill, whichever period of time is greater.
25. When a bill is rendered to a non-residential Customer other than the Commonwealth or a political subdivision thereof on a monthly basis and the prior bill has not been paid, interest at the rate of 1-1/2% per month will be charged on the unpaid balance, including any outstanding interest charges, from the date of receipt until the date of payment. For purposes of this paragraph the date of receipt of a bill by a Customer shall be presumed to be three days following the date of mailing, unless the bill is delivered rather than mailed, in which case the date of receipt shall be the same as the date of delivery.

26. Subject to the provisions of Paragraph 23, the Department shall have the right to discontinue its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the company for each service, or fails to perform any of its obligations to the Department. After such discontinuance, a reconnection charge may be made to the Department for restoration of service. 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 the provisions of the Tariffs, Terms and Conditions and Requirements for Service or any supplementary or special agreement entered into with the Department, subject to any applicable residential customer billing and termination procedures of the Massachusetts Department of Public Utilities found at 220 C.M.R. 25.00.

27. When the Customer receives service that has not been metered or has not been charged due to a billing error or otherwise, the Department 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.

28. The Department 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, the Department will calculate the amount of the security deposit based on the information reasonably available for electric usage for the type of business in which the Customer is engaged. The Department 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. The Department may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.

The Department may bill a Customer for reasonable outside collection costs, including attorney fees associated with unpaid balances.

29. The Department is subject to and will apply the Massachusetts Department of Public Utilities' Regulations, 220 C.M.R. 29.00, setting forth the procedures for billing residential property owners cited for violations of certain provisions of the State Sanitary Code.

Lien Upon Real Estate for Nonpayment of Service Charge

30. If the rates and charges due to the Department for supplying or providing electricity or services or furnishing materials or appliances in connection therewith to or for any real estate at the request of the owner are not paid on or before their due date as described in Section 24 of these Terms and Conditions, such rates and charges, together with interest due thereon and costs, including attorneys' fees relative thereto, shall become a lien upon such real estate as provided by applicable law, as may be amended from time to time. To the extent that a conflict in the procedures set forth herein and in any applicable statute exists, the procedures set forth in the statute shall apply.

Pursuant to G.L. c. 164, § 58C, such a lien shall take effect by operation of law on the day immediately following the due date of such rate or charge, and, unless dissolved by payment or abatement, shall continue until such rate or charge has been added to or committed as a tax under G.L. c. 164, § 58D, and thereafter, unless so dissolved, shall continue as a tax on real estate as provided in G.L. c. 60, § 37. If any such rate or charge is not added to or committed as a tax under G.L. c. 164, § 58D for the next fiscal year commencing after the inception of the lien, then the lien shall terminate on October 1 of the third year following the year in which such charge becomes due.

Notwithstanding such a lien, any such overdue rate or charge may be collected through any other legal means, including the shutting off of electricity or services.

Pursuant to G.L. c. 164, § 58D, if a rate or charge for which a lien is in effect under G.L. c. 164, § 58C has not been added to or committed as a tax and remains unpaid when the assessors are preparing a real estate tax list and warrant to be committed by them under G.L. c. 59, § 53, the Manager of the Department shall certify such rate or charge to the assessors, who shall forthwith add such rate or charge to the tax on the property to which it relates and commit it with their warrant to the collector of taxes as part of such tax. If the property to which such rate or charge relates is tax exempt, such rate or charge shall be committed as the tax.

Pursuant to G.L. c. 164, § 58E, upon commitment as a tax or part of tax under G.L. c. 164, § 58D, all such charges shall be subject to the provisions of law relative to interest on the taxes of which they become, or, if the property were not tax exempt, would become a part.

Pursuant to G.L. c. 164, § 58F, an owner of real estate aggrieved by a charge imposed thereon may apply for an abatement by filing a petition with the

Department's Board of Light Commissioners, within the time allowed by law for filing an application for abatement of tax of which such charge is, or, if the property were not tax exempt, would have been a part, and if the Department's Board of Light Commissioners finds that such charge is more than is properly due, a reasonable abatement shall be made.

Rate Schedules and Changes

31. The Department 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. The Department 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. Minimum charges may apply to each billing period or portion thereof as provided in the applicable rate schedule.
32. Any changes in the application of rate schedules, at the request of a Customer, shall be implemented in accordance with the Department's tariffs; provided however, that rate changes requested by Customers shall not be applied retroactively to the Customers' service.

Pursuant to G.L. c.164 the Department has the right to change its tariffs rates, terms and conditions. The Department provides various services under its rates, special contracts and terms and conditions.

Measurement of Electricity - Billing Period

33. 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, provided that the cost of the change shall be borne by the Department except when such change is pursuant to the provisions of Paragraph 22. If more than one meter is installed, unless it is installed at the Department's option, the Monthly Charge for Service delivered through each meter shall be computed separately under the applicable rate.
34. Whenever reference is made to "month" in connection with electricity delivered, service furnished, or payments to be made, it shall mean the period between two successive regular monthly meter readings, the second of which occurs in the month to which reference is made.
35. The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. A fifteen-minute peak is the average rate of delivery of electricity

during any fifteen-minute period as determined by any suitable instrument. In the case of extremely fluctuating loads, however, where the demand based on the average over fifteen minutes does not fairly represent the maximum demand imposed by the Customer, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes. If the fluctuating load causes a deterioration of the Department's service to its other Customers, the Department shall specify a service arrangement that avoids the deterioration and the Customer owning or operating the equipment that causes the fluctuation shall pay the cost to implement the new service arrangement together with applicable taxes.

36. Holidays applicable to the Department's tariffs are as follows on the dates that they are observed in the Department's service territory:

New Year's Day, Martin Luther King Day, Patriots' Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas.

Auxiliary and Temporary Service

37. Service supplied by the Department shall not be used to supplement or relay, or as a standby to any other service, unless the Customer shall make such guarantees in respect to the payment for such service as shall be just and reasonable in each case. Service cannot be resold. 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.
38. Temporary service is service which will not continue for a sufficient period to yield the Department adequate revenue at its regular rates to justify the expenditures necessary to provide such service. The Department may require a Customer requesting temporary service to pay the full amount of the estimated cost of installing and removing the requested connection, in advance of the installation of the connection by the Department. In addition, the Customer will be required to make payments for electricity at the regular rates.
39. The Department may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be no longer than is necessary for the demonstration and must be specified in an agreement with the Customer.

Suspension or Termination of Service

40. The Department reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to the Department's equipment or facilities, whether on or off the Customer's premises. The Department 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 the Department deems that an emergency exists. However, nothing in this Section shall be deemed to require the Department to make any such repairs, replacements or changes, at times other than the Department's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.
41. The Department 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 the Department, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with the Department's system or service to the Department's other Customers.
42. The Department may suspend or discontinue service without prior notice in the following situations:
- (a) 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 the Department's workers; and/or
 - (b) If necessary to protect the Department from fraud or theft.
43. The Department may discontinue or suspend service and remove any Department equipment which, in the opinion of the Department, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond the Department's reasonable control.

44. The Department 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.*
45. The Department may assess an Account Restoration Charge upon the discontinuance of service for non-payment of charges or for other violations of these Terms and Conditions.
46. The Department may remove its equipment, wiring and appliances upon termination or discontinuance of service. Such appliances, wiring 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.

Limitations on Liabilities, Damages and Exclusions

47. Whenever the integrity of the supply of electric service may be threatened by conditions on the Department's system or on a part or parts of the transmission and/or distribution system with 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 default by the Department. The Department shall not be responsible for any failure to supply electric service nor interruption or abnormal voltage of the supply, or any damage resulting from the restoration of service, except to the extent such failure, interruption, abnormal voltage, or damage is caused solely by the Department's willful misconduct or gross negligence.
48. The Department shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service or any damages caused by any other conditions, due to causes beyond its immediate control whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, or failure to receive any electricity for which in any manner contracted, or due to 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 electricity, or inability for any other reason to maintain uninterrupted and continuous service.
49. The Department shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Department's appliances and equipment on the Customer's premises. In no event shall the Department be liable in contract, in tort (including negligence under G.L. c. 258 and G.L. c. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of Customers of the Customer or other

economic harm.

50. Neither by inspection nor non-rejection nor in any other way does the Department give any warranty, expressed or implied as to the adequacy, safety or other characteristics 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 Company's service, conductors, appurtenances or other equipment on the Customer's premises.

51. 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 save harmless the Department from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgments 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 routine presence in or use of electricity over the wires, cables, devices or appurtenances owned or controlled by the Customer; or (2) the failure of the Customer to perform any of his or her duties and obligations as set forth in the Tariffs, Terms and Conditions and Requirements for Service where such failure creates safety hazards; or (3) the Customer's improper use of electricity or electric wires, cables, devices, or appurtenances. Except as otherwise provided by law, the Department shall be liable for damages claimed to have resulted from the Department's conduct of its business only when the Department, its employees or agents have acted in a grossly negligent, or intentionally wrongful manner.

Effective: September 17, 2015