

#### **STANDARD TERMS AND CONDITIONS**

1. For the purpose of determining the amount of electricity used, a meter or meters shall be installed by the Hudson Light & Power Department (Department) at points most convenient for the Department's service, upon the reading of which meter or meters all bills shall be computed. If more than one set of meters are installed, unless for the Department's convenience, each set shall be considered by itself in computing the amount of the bill. When more than one set of meters are installed for the Department's convenience, the sums of the consumptions and demands, in all cases, shall be taken as the total consumption and demand.
2. When a change in rate is made, the new rate will apply to all meter readings made on and after the date upon which the change becomes effective.
3. All bills shall be due and payable upon presentation, and shall be rendered monthly unless the Department desires bills rendered bi-monthly in which case it may be done by adjusting to a bi-monthly basis all the monthly figures referred to in the Department's schedule of rates.
4. The customer is responsible for all charges for electricity furnished under this agreement until the Department has been notified in writing to discontinue the service and has time to remove the meter. The customer shall also be responsible for selecting the billing rate for which they may be eligible when more than one rate may be applicable to their type of service.
5. The customer is responsible for all damage to, or loss of the Department's property located upon his or her premises unless occasioned by the Department's negligence.
6. The Department shall not be responsible for any failure to supply electricity, or for interruptions or reversal of the supply if such failure, interruption or reversal is without willful default or neglect on its part, nor will the Department be responsible for any damage to the customer's property and/or wiring to the outside lines of this Department unless said damage is due to the Department's gross negligence.
7. The Department reserves the right to discontinue service at any time without notice whenever the customer has violated this agreement. The Department also reserves the right to shut off the supply of electricity for repairs or want of supply.
8. All lamps, meters, wires and other appliances furnished by the Department shall remain the property of the Department, and it is agreed that all wiring upon the premises of the customer to which the Department's service is to be connected shall be installed in accordance with the requirements of the National Electric Code and shall be kept in such condition by the customer. In the case of multiple services at premises, it is the responsibility of the property owner to properly identify the meter troughs.
9. Permission is given the Department to enter the customer's premises at all times prescribed by law for the purpose of inspecting and keeping in repair or removing any or all of its apparatus used in connection with the supply of electricity, and for said purpose the customer hereby authorizes his or her landlord, if any, to permit said Department to enter said premises. The customer and/or landlord herewith waives any damage caused by the Department by such entrance.
10. The benefits and obligations of this agreement shall commence on the day the customer is connected to the Department's service for the purpose of taking electricity hereunder, and shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties hereto.

11. The Commercial and Industrial customer agrees, on demand of the Department, to deposit with it as collateral security, for the performance of the terms of this agreement, a sum of no less than the average monthly bill for three months.
12. The Condominium Associations agree, on demand of the Department, to deposit with it as collateral security, for the performance of the terms of this agreement, a sum of no less than the average monthly bill for two months.
- 13 The Residential customer agrees, on demand of the Department, to deposit with it, as collateral security for the performance of the terms of this agreement by him or her, an amount of \$300.00 for Residential Rate 1, \$400.00 for Residential Rate 6, and \$550.00 for Residential Rate 7.

The deposit requirement may be waived upon the customer providing proof of ownership of said property; and as long as said customer has not had previous past due balances with the Department.

The advanced deposit will be returned in January next following two years from the date of deposit provided the customer has maintained a good credit record. This will be determined by the account having no unpaid balances at the end of the billing period and before the next bill is rendered. During the deposit period, the customer will be allowed an annual interest as required by statutes. This interest will be credited to the customer's bill rendered in December.

14. No agent has power to make, modify, or alter this agreement, or waive any of its conditions, or to bind the Department by making any promise or by accepting any representation or information not contained in this agreement.
15. *Electric energy supplied by the Department is for the exclusive use by the Customer of Record and is not for resale.* It may NOT be used for any other purpose, except as delineated by the rate schedules.
16. The Town of Hudson, Light & Power Department, shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control, whether accident, labor difficulties, conditions of fuel supply, the attitude of any public authority, reduction in voltage rotating of the use of feeders, selected black-outs, or failure to receive any 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 the Department or one with whom it has contracted for the supply of electricity or inability for any other reasons to maintain uninterrupted and continuous service.
17. The customer agrees to make the electric meter readily accessible during the hours of 8:00 A.M. to 4:00 P.M. daily excepting all legal holidays and business shutdowns. If the customer unduly hinders the Department's access to the meter either physically or by arbitrary rules preventing ready access to the meter, the Department may require the customer to move the meter to such a location as to make it readily available for inspection, maintenance, and reading.

18. To be eligible for the rates available for those engaged in the business of farming or agriculture, a customer must provide proof to the Department's satisfaction that the customer meets the definition of a farmer.
  
19. Cromwell Waiver: The customer agrees that any balance owed the Department for services rendered in the customer's name at any location may be transferred to the current account and subject to termination proceedings in accordance with State Regulations.

Effective November 17, 2011  
Filed by Yakov D. Levin, Manager