

MUNICIPAL LIGHT DEPARTMENT
TOWN OF MIDDLETON, MASSACHUSETTS

TERMS AND CONDITIONS
Effective March 1, 1988

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 requirement 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

(A) All applications for service must be made at the office of the Department in advance of requirements, and 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.

(B) Any Customer taking service without first making application for the same to the Department and enabling the Department to read the meter, will be responsible for any amount due for service supplied to the premises from the time of the last reading of the meter immediately preceding its occupancy, as shown by the Department's records. The Customer shall also be responsible for any amounts due for service supplied to the premises until notice shall have been given in writing to the Department of its intention to discontinue the use of the Department's service, such notice to be in accordance with the specific provisions of the rate under which service was supplied, but in no event less than twenty-four (24) hours prior to the intended removal of service from the premises.

(C) All applications for domestic service to be used for periods of less than six (6) months, shall be made by the owner of the premises to be served or its duly authorized agent and the owner as the Customer shall assume all the obligations as set for the herein.

(D) The Department reserves the right to reject any application 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 4 DEPOSITS."

(E) Whenever the estimated expenditures necessary to properly supply service to a Customer's premises shall be of such an amount that the income 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 for a term of years, or pay the whole or part of the cost of extending its lines and installing its equipment to supply the Customer's premises or other reasonable payments in addition to the payments for electricity at the applicable rates.

(F) The Department shall make, or cause to be made, application for any necessary street permits. 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 contract then existing for such service without any liability on the part of the Department for breach of contract or failure to furnish service.

(G) The Department shall require compliance with the requirements of all Governmental Authorities as well as the Rules and Regulations of the Department pertaining to the use of service on the premises before connecting or continuing service.

SERVICE CONNECTIONS AND OPERATION

(A) The Customer shall wire to the point designated by the Department, at which point the Department will connect its service.

(B) Whenever it is necessary in order to supply electric service to a single customer, to locate any pole or poles on private property, the Department will furnish two poles and the necessary equipment and wires attached to such poles, and such poles, equipment and wires shall be and remain the property of the Department. If more than two poles are required, the excess poles, equipment and wires up to the point of delivery shall be paid for by the Customer, shall become the property of the Department and thereafter shall be maintained by the Department. Poles, equipment and wires on private property which serve more than one Customer will be furnished by the Department subject to the provisions of Paragraph (E) of APPLICATION FOR SERVICE. In all cases permanent easements acceptable to the Department shall be furnished without cost to the Department.

(C) 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.

(D) 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.

(E) 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.

(F) Any properly authorized and identified employee of the Department shall have access to the premises of the Customer, at all reasonable times, for the purposes 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.

(G) 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.

(H) 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 discontinuation of the service.

(I) The Customer shall furnish and install upon its premises such service and meter switch or circuit breaker as shall conform with specifications issued from time to time by the Department, and the Department may seal such circuit breaker, and such seals shall not be broken and such adjustments or setting shall not be changed, or in any way interfered with, by the Customer.

(J) A Customer taking service at high tension shall at its expense, and in a manner satisfactory to the Department, furnish,

install and maintain at its expense such switches, transformers, regulators and to the equipment the Department may deem necessary.

(K) 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 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 the Department has knowledge of such defects. The Department shall require written approval of the Town Wiring Inspector before connecting new electric service.

(L) 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. That part of such connection located on the Customer's premises shall be and remain the property of the Customer. That part of such connection in the public way shall become the property of the Department but shall be maintained at the Customer's expense.

(M) 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.

(N) Temporary service will be supplied at the expense of the Customer. Such expense, payable in advance, shall include all installation and removal costs, less an allowance for salvage of materials, if any. The Department may also require an advance payment to cover the use of energy to be supplied under the applicable rate classification.

(O) 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.

(P) 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.

(Q) The Department shall not be liable for, or in any respect of, any interruption, abnormal voltage, discontinuance or 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.

(R) 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.

(S) 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 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.

(T) Where the Customer is a developer proposing to construct a qualifying 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 published policy with respect to "Installation of Underground Distribution Equipment for Residential Developments" as from time to time issued and furnished to the Massachusetts Department of Public Utilities and which is hereby incorporated by reference herein.

3. BILLS

(A) Bills of the Department are due and payable when rendered and may be paid at the office of the Department or to any authorized collector or agency.

(B) 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.

(C) 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 or fails to perform any of its obligations to the Department. The Department reserves the right to refuse to furnish service to any Customer whose service has been disconnected because of non-payment of bills at the same or any

other location, until all charges including the cost of disconnecting and re-connecting, have been paid and satisfactory assurance given that future bill will be paid promptly.

(D) Should any meter fail for any reason to register for any period of time, the full amount of electric service supplied or the maximum electrical demand shall be estimated by the Department from available data and billed accordingly.

(E) The rates named in the Department's schedules for Electric Service are based upon the supply of service to one customer through one meter at one location and in no case will service measured at different points of delivery be combined for billing purposes.

(F) Notwithstanding the availability provisions of the Department's rates, all electricity delivered thereunder, is for the exclusive use of the Customer, and shall not be re-sold.

4. DEPOSITS

(A) The Department may require a cash deposit in advance, the amount of said deposit to be in accordance with the regulations as approved from time to time by the Massachusetts Department of Public Utilities. Interest at a rate as approved by the Massachusetts Department of Public Utilities from time to time will be paid on these deposits held over six (6) months. 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 to other claims of the Department upon termination of service.

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

5. CHANGE IN RATE

(A) The Customer may change from the rate under which it is purchasing electricity to any other rate applicable to a class of service which it is receiving, provided the change shall not be retroactive nor reduce, eliminate or modify any rate or contract period, provision or guarantee for special conditions, nor, except during the first year of electric service to any Customer, cause such service to be billed at any rate for a period less than that specified in such rate. A Customer having changed from one rate to another may not again change within twelve (12) months or any longer contract period specified in the rate under which he is receiving electric service.

6. DEFINITIONS

(A) Customer - Any person, corporation, partnership or association receiving or applying for service from the Department. This definition shall apply separately to each metered service.

(B) Domestic Service - Service used primarily for household purposes in individual residences, individual apartments or dwellings.

(C) Apartments shall be defined as living units when containing kitchen facilities.

(D) Commercial Service - Service used primarily or substantially for business purposes or furnished for use at a business location. Commercial classification shall include Hotels, Inns, Restaurants, Stores, Shops, Offices, Hair Dressers, Garages, Service Stations, Bakeries, etc.

(E) Industrial - Service used primarily for manufacturing products used in commerce and industry.

(F) Month - Whenever reference is made to "month" in connection with electricity delivered, service furnished or payment 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.

(G) Demand - The Demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen (15) minute peaks as herein defined. In the case of extremely fluctuating loads, however, or under other special conditions where the Demand based as herein indicated would not equitably represent the Department's responsibilities, the Demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen (15) minutes, or accordance with the Fluctuating Load Policy of the Department. A fifteen (15) minute peak is the average rate of delivery of electricity during any fifteen (15) minute period as determined by any suitable instrument.

(H) Temporary Service - Temporary Service is service which will not continue for a sufficient period of time to yield the Department adequate revenue at its regular rates to justify the expenditures necessary to provide such service.

(I) Seasonal Customers - Seasonal Customers are those using electricity between June 1st and September 30th only, or those using electricity principally between June 1st and September 30th and incidentally or intermittently during the rest of the year.

Date Issued
February 5, 1988