

GEORGETOWN MUNICIPAL LIGHT DEPARTMENT

TERMS & CONDITIONS

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TERMS & CONDITIONS

M.D.P.U. No.

Revised: January 21, 2016

The following Terms & Conditions of the Georgetown Municipal Light Department (“Department”), 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or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”) The provisions of these Terms and Conditions and the Schedule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 electric service from the Department and compliance thereof by the Customer is a condition precedent to the initial and continuing supply of electricity by the Department. These Terms and Conditions are binding on every Customer regardless of whether they have actual notice of them. No agent or employee of the Department is authorized to modify, change or waive any of these Terms and Conditions by oral agreement, representation or otherwise.

1. APPLICATION FOR SERVICE

1A Application and Forms. All Applications for electric service and changes to electric service must be made to the Department at least one full Business Day in advance of the effective date for service or change in service. Applications shall be in writing and upon forms approved by the Department. Applications, for new or additional service or changes in the character of service, must be given sufficiently in advance to allow the Department adequate time to obtain and install the necessary equipment to provide said service.

1B Liability for Charges. The 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. For rental properties in which the Customer-of-record is a tenant, the property owner may apply to the

Department for continuous electric service during periods of vacancy upon such terms and conditions as determined by the Department.

1C Outstanding Balance at the Time of Application. The Department reserves the right to reject any Applications made by or for any Customer whose bills for service remain unpaid at the time of said Application. The Department may require the execution of a Cromwell Waiver or the payment of such outstanding bills in full as a condition to supplying service. In addition, the Customer shall furnish a cash deposit as set forth in Section 11, SECURITY DEPOSITS.

1D Line Extension and Equipment Costs. 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 pay the whole or part of the cost of extending its lines and installing or upgrading its equipment to supply the Customer's Premises or other reasonable payments in addition to the payments for electricity at the applicable rates. The Department may require the Customer to execute a separate line extension or construction agreement as a condition to receiving service.

1E Pole Locations and Property Rights. The supply of electric service is contingent upon the Department's ability to secure and retain the necessary location(s) for its poles, wires, conduit, cable and other apparatus. The Customer, at its sole expense, shall be responsible for obtaining any necessary permits, licenses, certificates, easements of right-of-way grants on private property as may be required to enable the Department to install and furnish the service for which Application is made. The Department may terminate or suspend service, without liability, upon the cancellation or termination of any permits, licenses, certificates, easements of right-of-way grants required for such service.

1F Temporary Service. Temporary service will be supplied at the sole expense of the Customer and in accordance with the applicable rate schedule for the type of service sought. Such expense, payable in advance, shall include all installation and removal costs for labor and materials, less an allowance for salvage of materials, if any,

plus a surcharge to cover general administrative and overhead expenses. The Department may also require an advance payment to cover the use of energy to be supplied under the applicable rate classification.

1G Load Characteristics. The Department will determine the character of service to be made available at each location. The Department may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that might adversely affect the Department's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of Department personnel, as determined by the Department in its sole discretion. In lieu of such refusal or discontinuance, the Department may require the Customer to install at its expense any necessary regulating and protective equipment in accordance with requirements and specifications of the Department. The Customer shall notify the Department in writing, on a form approved by the Department, 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 Department's written approval, including any damage to the Department's meters, transformers, lines, or other equipment.

## 2. SERVICE CHARACTERISTICS AND LIMITATIONS

2A Type of Service. Alternating current, 60 hertz service, is supplied throughout the territory served by the Department. All service shall conform to the Department's specifications.

2B Non-standard 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 Department, as determined in its sole discretion, at the sole expense of the Customer.

2C Multiple Transformer Banks. When the Customer is required to have multiple banks of transformers due to loads, physical location or voltage characteristics, individual Points of Delivery may be established on the secondary side of each bank and each Point of Delivery will be separately metered and billed.

2D 50 kV Connected Loads. Where the connected load to be served exceeds 50 kilovolt amperes, the Department may, at its discretion, require the Customer to arrange its wiring to receive polyphase service.

2E Single Phase Motors and Polyphase Installations. The Department reserves the right to refuse the supply of service to single-phase motors of individual rating in excess of 5 HP and to polyphase installations aggregating less than 5 HP. The use of single-phase motors up to 7 ½ HP individual rating may be permitted, only upon express written permission of the Department and only where the Department's facilities are adequate to supply the service and the use of such motor or motors will not interfere with the quality of service rendered to other Customers.

2F Service to A.C Arc Welders. The Department reserves the right to refuse the supply of service to any a.c.arc welders which cause interference or disturb the quality of service to other Customers. A.c arc welders shall be rated at not less than 208 volts. The use of a.c. arc welders in conjunction with Residential Service rates will generally be restricted to limited-input type with maximum welding current rating of 230 amperes and 20% duty cycle. Spot welders shall not be installed on the Department's lines without first obtaining the Department's written permission.

2G Special Engineering Requirements. The Department reserves the right to impose any Customer-specific engineering requirements, as the Department, in its discretion, deems necessary for the protection of its distribution system and for the provisions of safe and reliable service to the Customer and its other Customers. To avoid unnecessary expense and delay, the Customer should ascertain whether any special engineering requirements apply prior to ordering equipment and/or beginning construction. The Customer shall be responsible for the cost of engineering plans, which shall be prepared by or approved by the Department.

2H Protection of Customer Equipment and Appliances. The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics or similar 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. The Department shall not be liable for any losses or damage to the Customer's equipment and appliances.

2I 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).

2J Additional Requirements. Motors and equipment connected to the Department's lines must be of a type to use minimum starting-current and must conform to the requirements of the Department as to wiring, character of equipment, control devices, and protective devices.

The use of equipment by the Customer for power factor correction must conform to requirements of the Department as to electrical characteristics of equipment and its operation and control. The Customer may be required to limit the size of its static capacitor installation or to maintain effective control of the capacitors or other corrective equipment in order to prevent the use of such equipment from causing excessive voltage at the service. Corrective equipment installed by the Customer must be located on the load side of its service disconnecting device.

2K Disclaimers and Limitations on Liability. The Department does not guarantee continuous service or warrant that service will be free from interruptions and the Department disclaims any and all loss or liability resulting from its failure to supply electricity or its inability to maintain uninterrupted and continuous service to the extent allowed by law. The Department shall not be responsible for any abnormal voltage or reversal of its service, except to the extent that such condition is solely the result of its gross negligence or willful misconduct. In no event shall the Department be liable for any direct, incidental or consequential losses or damages of any kind resulting therefrom.

The Department 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 the Department's appliances and equipment on the Customer's Premises. 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 Department's service, conductors, appurtenances or other equipment on the Customer's Premises.

Notwithstanding the foregoing limitations, the Department 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 the Department or one with whom it has contracted for the supply of electricity.

3. SERVICE CONNECTIONS

3A Customer Wiring/Point of Connection. The Customer shall wire to the point designated by the Department at which point the Department will connect its service.

3B Locations on Private Property. Subject to Section 1D, whenever it is necessary to locate any pole or poles on private property in order to supply electric service to a single Customer, the Department will furnish, at no additional expense to the Customer, one (1) pole and the necessary equipment and wires attached to such pole. The Customer shall be responsible for the costs of installing and maintaining any additional poles, wires or equipment up to the Point of Delivery. All poles and equipment installed on private property shall be owned by the Department and maintained by the Department.

In all cases, permanent easements acceptable to the Department shall be furnished by the Customer without cost to the Department as provided in Section 1E.

3C Service to Outbuildings. The Department shall not be required to install service or meters for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

3D Customer Responsibilities.

i. 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 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. The Customer shall furnish and install upon its Premises such service and meter box as shall conform to specifications issued from time to time by the Department, and the Department may seal such meter box, and such seals shall not be broken, or in any way interfered with, by the Customer.

ii. Customers taking service at primary voltage shall, at its expense, and in a manner satisfactory to the Department, furnish, install and maintain such switches, transformers, regulators and other equipment the Department may deem necessary.

iii. The Customer's electric wiring, piping, equipment, underground cables and apparatus, appliances and appurtenances, connected thereto, shall be installed and at all times conform to the requirements and standards of the National Electrical Safety Code, the Department, and any other applicable industry or regulatory standards. The Customer shall keep such wiring, piping, apparatus and equipment in proper repair and shall so maintain and operate its electric equipment and apparatus as not to endanger or interfere with the service of the Department. The Department may refuse to commence service or may suspend or discontinue service after service is commenced if such electric wiring, piping, equipment, underground cables and apparatus, appliances and appurtenances connected thereto do not conform to or are not maintained in accordance with such requirements and standards or the Department reasonably believes that such facilities may not be in compliance. The Department shall not be liable for any injuries or damage caused by the Customer's electric wiring, piping, equipment, underground cables and apparatus, appliances, and appurtenances connected thereto whether the same has been inspected or not, or whether Department has knowledge of such defects or non-compliance. The Department shall have no duty to inspect the Customer's installation. The Customer shall obtain written approval of the Town Wiring Inspector before connecting new electric service. The Department may refuse to provide service until the Customer's wiring has been approved for energization.

iv. The 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 by the Department at the Customer's sole expense.

v. All underground service connected to the Department's underground cables beyond two (2) feet inside the property line shall be installed and maintained by the Customer, at its expense, and shall be and remain the property of the Customer.

vi. 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 sole expense, shall change the location of its Point of Delivery to a Point of Delivery as determined by the Department. Such point shall be readily accessible from the new location.

vii. 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 Department's prevailing requirements for residential subdivisions as set forth in its "Instructions to Developers and Contractors for Underground Electrical Facilities for Subdivision Housing Projects" (hereinafter "Requirements for Residential Subdivisions," as from time to time issued or amended by the GMLD Board of Light Commissioners.

viii. The Department reserves the right to install protective apparatus so arranged as to disconnect the service on the Customer's Premises, if the Department's capacity at that point is exceeded.

#### 4. METERING

##### 4A Installation.

i. Department Installation. To determine the amount of electricity delivered, the Department will install meters at locations designated by the Department. At no cost to the Department, the Customer shall provide a dry and suitable place for the meter or other Department equipment. The Department may, at any time, change or replace the meter or change the location of the meter. At its discretion and expense, the Department may change the type of the meter from an indoor type to an outdoor type, or to place Demand-meters or other instruments on the Customer's Premises for the purpose of measuring Demand or for testing all or any part of the Customer's load.

ii. Customer Installation. At the Department's discretion and expense, the Department may require the Customer to install, at its expense, meters and equipment in accordance with the Department's specifications. The Department may seal such meter box, and such seals shall not be broken, or in any way interfered with by the Customer.

4B Ownership. All meters, devices or appurtenances furnished at the expense of the Department shall remain the property of the Department and may be removed by the Department at any time for replacement or upon termination or discontinuance of service.

4C Access to the Meter. The meters shall be free from all obstructions. The Department may exercise any rights or remedies available under applicable law and regulations, whether civil or criminal, in the event the Customer, directly or indirectly, prevents or hinders any such employee or agent of the Department from entering the Customer's Premises for the purposes of making such examination of the meter(s).

4D Computation of Usage. 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.

4E Routine and Periodic Testing. The Department may periodically test and inspect meters in order to determine their accuracy; or as the Department deems necessary for the proper administration of its service or rates, or as are required by law.

4F Testing at Customer's Request. The Department will make additional tests or inspections of its meters at the request of a Customer, provided said meter has not been tested within the previous twelve (12) months. The Department reserves the right to charge the Customer when such test shows the meter to be correct within two percent (2%). The Customer will be allowed to be present during such testing.

4G Overbilling Due to Inaccurate Meters or Records. When the Department determines that it has over-billed a residential Customer because the test reveals its average accuracy to be more than two percent (2%) high, or because the Department discovers that the meter records have been switched or because of other reasons, the Department will credit or refund to the Customer an amount for the overcharges. Such credit or refund shall be based on the previous six (6) months of service, unless it can be shown from the Department's or Customer's

records that the error has existed for a greater or lesser period, in which case the credit or refund shall cover the actual period.

4H Under-billing Due to Inaccurate Meter or Records. When the Department determines that it has under-billed a residential Customer because the test of its meter reveals the meter's average accuracy to be more than two percent (2%) low, or because the Department discovers that the meter records have been switched or because of other reasons except for unauthorized use or fraud by the Customer, the Department may issue a make-up bill for the unbilled charges for the actual period of the error or the previous six (6) months, if the actual period cannot be determined.

When the Department determines that it has under-billed a nonresidential Customer because the test of that Customer's meter facilities reveals such metering facilities average accuracy to be more than two (2%) low, or because the Department discovers that the meter records have been switched or because of other reasons except for unauthorized use or fraud by the Customer, the Department may issue a make-up bill for the unbilled charges for the previous twelve (12) months, or the actual period of error if the actual period can be determined.

4I Unmetered Use. Whenever any service has been obtained at the Premises on an unmetered basis, or any authorized service has been obtained at any premises to persons unknown, or for which payments have not been made due to a question of Customer identity, the owner of record of such premise shall be liable to the Department for all outstanding charges.

4J Meter Servicing and Tampering. Only Department personnel are authorized to cut and open the Department's padlock seal on any meter, remove and install a meter, install jumper pieces or other bypassing devices, remove or install sleeves, change the meter registration, or alter or modify the electric meter in any way. The Customer shall not tamper with nor permit any third party or person in its custody or control to tamper with the Department's meters and equipment.

4K Broken, Cut Seals or Evidence of Tampering. When a meter's seal is found broken, all costs attributable to re-sealing the meter, investigation of potential meter tampering, charges for electricity used, but not metered as a

result of the tampering, and all other administrative costs attributable to the broken meter seal and other damage caused by tampering or the Customer's misuse or negligence will be charged to the Customer.

All instances of suspected meter tampering will be reported to the Police Department for further investigation and prosecution.

If meter tampering is suspected, service from that meter may be disconnected.

To restore service after it has been disconnected, Application must be made in person at the Department's offices. The Customer shall be responsible for paying the prevailing reconnection fee and furnishing a deposit or such other security acceptable to the Department to resume service. Service generally will be reconnected within 24 hours after the Department's acceptance of payment of the reconnection fee and deposit, if the matter has been resolved to the satisfaction of the Department.

#### 5. DEPARTMENT ACCESS TO EQUIPMENT

The Customer gives its permission for the Department, its employees, agents and its duly authorized representatives, upon the showing of proper identification, to access the Customer's Premises at all reasonable times, for the purposes of installing, inspecting, repairing, replacing, removing any equipment and/or appliances owned by the Department, reading the meters, and checking the Customer's load,.

The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Department equipment and appliances of the Department, including meters. The Customer shall not interfere or tamper with the Department's property located on the Customer's Premises and shall be responsible for its safekeeping, which includes taking all reasonable precautions to prevent damage or interference. In the event of loss or damage to the Department's property, the Customer shall pay to the Department the cost for replacement or repairs. 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.

When service to Customer's property requires the placement of the Department's equipment, facilities or appliances, including meters in an area where access is limited or difficult by standard Department transportation, the Customer shall be responsible for the costs of transportation of all Department material, tools, laborers and equipment from the point of reasonable access to the location where service is to be performed.

6. CUSTOMER USE OF SERVICE

The Department shall be the exclusive electric service provider. The Customer shall be prohibited from purchasing energy from any other provider. All electricity delivered hereunder shall be for the exclusive use of the Customer and shall not be resold. Any service rendered is furnished by the Department to the Customer for the purpose and class of service specified in the applicable part of rate schedule, and such service shall not be resold to others or used for other purposes.

Electric service shall not be used in such manner as to cause unusual fluctuation or disturbances in the Department's supply system. The Department may discontinue service for the protection of its system or require the Customer to modify its installation and/or install approved controlling devices.

The Customer shall at all times take and use energy in such manner that the load will be balanced between phases to within nominally 10%. In the event of unbalanced polyphase loads, the Department reserves the right to require the Customer to make necessary changes at its expense to correct the unsatisfactory condition, or to compute the Demand used for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase.

7. CUSTOMER'S INSTALLATION

7A General Requirements. The Customer shall provide the Department with the exact location of the Premises and details of all electrical devices which are planned to be installed.

The Department will designate a point at which the Customer shall terminate its wiring and facilities for connection to the service-supply lines of the Department.

For overhead service from the Department's overhead lines, the service entrance conductors must be brought to a location designated by the Department and suitable for attachment of its service facilities.

Customers desiring underground service directly from overhead lines or underground service and underground distribution in areas where the construction would normally be overhead must meet the conditions set forth by the Department.

7B Secondary Underground Service.

All secondary underground service (UG) shall conform to the Department's Requirements for Residential Subdivision, as may be amended from time to time. Any Customer having or desiring secondary underground

service (UG) from overhead lines or from existing underground distribution facilities shall be responsible, at its sole expense, for the installation associated with such service, including secondary underground (UG) service conductors, trench excavation and back-fill, conduit and conduit installation on poles, under paved surfaces, and on the structure to the meter enclosure. The specific responsibilities of the Customer and the Department are set forth in the Department's Requirements for Residential Subdivisions. All such materials and installation shall conform to requirements of the National Electrical Safety Code and the Department's specifications, and shall be subject to the Department's inspection and approval.

7C Primary Underground Service

Residential and General Service Customers desiring a single-phase or polyphase primary UG service shall be responsible for all costs associated with providing such service. The Customer shall be responsible for performing all associated trench excavation, back-fill, conduit and duct work, cable, transformers, enclosures, pedestals, vaults or hand holes and mounting foundations, which shall be subject to the Department's inspection and approval.

A primary UG service is subject to all applicable requirements, restrictions and charges associated with Sections 8 or 9, as the case may be, of the Department's Terms and Conditions.

7D Relocation of Point of Delivery

In the event the Department is required to place underground any portion of its distribution system, or is required to change the location of any poles or its overhead distribution system, a new Point of Delivery may be designated by the Department and the Customer will be required, at its own expense, to make any change in its wiring system in connection therewith. The Department will bear the costs for changes made at the sole request and convenience of the Department.

7E Special Installations

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

8. REQUIREMENTS FOR SINGLE-PHASE OVERHEAD LINE EXTENSIONS

8A General Qualifications

To qualify for a single-phase line extension, an installation must be permanent as to structure, location and intended use of service. Mobile Homes may qualify for an extension under this section provided: (1) they are installed permanently on the owner's property or on property leased by the Customer for a period of not less than five years; (2) the property has water and sewerage connections; and (3) the owner(s) of the Mobile Homes represent to the Department in writing their intention of taking service on a year-round permanent basis. If all three criteria are not met, service to Mobile Homes will be provided under temporary service provisions contained in Terms & Conditions, Section (1F). The Department shall determine, in its discretion, whether service to a Mobile Home qualifies for permanent or temporary electric service.

8B Supply Line Construction

The Department will construct, own and maintain overhead supply facilities located on public ways or on rights-of-way acquired by the Department and used or usable as part of the Department's general supply system.

8C Determination of Distance

Except where longer routes are chosen by the Department to accommodate future load growth or distribution betterment, all distances shall be determined from the actual route of the line. Such distances shall be taken to the nearest foot, and shall include measurements to the last Department-owned pole serving the Customer. This does not include the service drop, meter pole or private underground to the building.

8D Choice of Route - Public vs. Private Right of Way

As a general rule, extensions will be built along public ways even though a route along private property may be shorter, in order to provide for future extensions and more convenient and economical maintenance and service.

8E Choice of Feed Between Two Acceptable Sources

Where Premises to be served lie between two adequate and acceptable sources of feed, as determined by the Department, Customer requirements will be based on the shorter of the two distances regardless of the route selected by the Department for actual construction of the line.

8F Extensions Along or From Transmission Lines

Extensions that may involve tapping of existing transmission lines or running distribution circuits on existing transmission poles require separate written approval of the Department. Special requirements may apply, based on the circumstances and the cost of construction in individual cases.

8G Determination of Customers

For the purposes of establishing customer density on a single phase line extension, residential customers shall be counted only on the basis of distinct households. Garages, out buildings, area lighting, and water pumps associated with the household regardless of the number of meters required, will not add to the customer count. A general service customer shall be defined as service to buildings or other facilities of a permanent nature billed on a general service rate where such usage is not required for residential purposes. Temporary services and separately metered services to temporary buildings, area lights, domestic water or sewage pumps, and other loads of this nature associated with the distinct household will not count as customers for purposes of applying the single phase line extension policy.

8H Additional Requirements. The Department may impose any additional requirements or conditions as necessary or expedient to provide safe, reliable and cost-effective service.

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

9A Obligation to Extend. The Department shall be under no obligation to extend, to enlarge or to change its single-phase or polyphase supply facilities, except as expressly provided herein.

9B Line Extension Payment and Guarantee

The Department may require the Customer to pay in advance or furnish security acceptable to the Department prior the commencement of any line extension work, including the ordering of materials. The Department may require the Customer to execute a separate agreement governing the construction and payment terms.

9C Extensions Involving Unusual Construction

Applications involving extension requiring unusual construction which would result in extraordinary costs, such as crossing rivers and ponds, extending to an island, use of submarine cable and other special conditions, may be considered as special cases. Applicants requesting such extensions shall be responsible for all extraordinary costs incurred and may be required to execute a separate agreement.

9D Transportation Required for Operation & Maintenance

Whenever operation and maintenance work is required on extensions which are located in remote areas where access by standard Department transportation is not possible, the Customer(s) receiving service on such extension shall be responsible for providing transportation for all Department materials, tools, laborers and equipment from the point of reasonable access to the location where the service work is to be performed. In lieu thereof, the Customer(s) shall be responsible for paying the transportation costs incurred by the Department.

10. BILLING AND PAYMENT

All meters shall be read at least every other month per the DPU billing and termination regulations, except where access to the meter cannot be obtained during the regular reading date. Bills shall be rendered monthly, except where for other reasons the Department decides that a different Billing Period is required or desirable as permitted by applicable law or regulation.

If a meter fails to register the correct amount of electricity consumed, the amount of the bill shall be estimated by the Department based upon the consumption metered for past comparable periods of use or as otherwise provided by the DPU.

All bills shall be due and payable upon presentation, unless otherwise specified in the applicable rate schedule. If not paid within forty-five days of receipt, service shall be subject to termination in accordance with the DPU billing and termination regulations and the Massachusetts General Laws.

Any bill for which full payment has not been received within 45 days from the date of original invoice may be considered past due and 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.

The supply of service for any purpose, at any location, is contingent upon payment of all charges provided for in the Rate Schedule as applicable to the location and the character of service. 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 as provided in Section 13. 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 reconnecting, have been paid and satisfactory assurance given that future bills will be paid promptly. There may be a charge for all Returned Checks.

#### 11. SECURITY DEPOSITS

Upon Application for service or at any time after service is commenced, the Department may require a cash deposit for up to three months of electric service, or as otherwise may be prescribed by M.G.L. c. 164 or any applicable regulations promulgated by the DPU, as security for payment of the Customer's indebtedness. The amount of the security deposit may be based on the actual or estimated bill for the largest month's use of service, and may be updated periodically. Interest will be paid by the Department on any such cash deposit if such deposit is held for more than six months in accordance with Massachusetts General Laws. The balance of the security deposit, after deducting any amount owed to the Department for services rendered or any other amounts due, will be refunded to the Customer upon termination of the Customer's account. The furnishing of a security deposit shall not impair or affect any right of the Department to pursue any other legal or equitable remedies or to suspend or terminate service as provided herein or in accordance with applicable law or DPU regulations.

12. CHANGE IN RATE

The rate schedule under which the Customer is supplied shall be determined by the Department based upon the Customer's usage or class of service. In general, once established, the rate schedule under which the Customer is supplied will not be changed unless the Customer's usage pattern or service classification is modified. All such changes made will be at the option of the Department. Provided however, every residential Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year.

13. SUSPENSION OR TERMINATION OF SERVICE

13A Non-Compliance. The Department may discontinue the supply of service and/or remove its equipment from the Customer's Premises if the Customer fails to comply with any of the provisions herein, the terms of applicable Rate Schedules, any supplemental rules and regulations of the Department or any laws or regulations of a governmental authority having jurisdiction, or the terms of any supplementary or special agreement entered into with the Department.

Service shall be discontinued in accordance with applicable billing and termination procedures of the DPU. The Department may also discontinue service and remove its equipment from the Customers' Premises for violation of any federal, state or local laws or government regulations. The Department may assess a charge to restore service upon such discontinuance of service.

13B Suspension of Service for Repairs. The Department reserves the right to curtail or temporarily interrupt from time to time the Customer's service in order that repairs, replacements or changes may be made in the Department's facilities either on or off the Customer's Premises.

The Customer typically will be notified in advance to the extent practicable except in cases of emergency. Nothing in this section shall be deemed to require the Department to make such repairs, replacements or changes at times other than the Department's normal business hours.

14. DEFINITIONS

In the terms and conditions for the electric service supplied by the Department, the terms and expressions listed below shall have the meanings set forth opposite them:

Application: A written request to the Department for electric service.

Billing Period: The time interval between two consecutive meter readings that are taken for billing purposes.

Business Day: Monday through Thursday, excluding legal holidays. All other references to days will be calendar days.

Customer: Any person (partnership, firm, corporation, municipality, cooperative, governmental agency, etc.) who has made Application for service and is responsible for payment of the bills resulting from consumption of electric energy at the location identified in the Application.

Demand: The maximum rate of taking electricity, measured in Kilowatts (kw). 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. A fifteen minute peak is the average rate of delivery of electricity during any fifteen (15) minute period as determined by any suitable instrument.

Domestic or Residential Service: Service used primarily for household purposes in individual residence, individual apartments or dwellings. Apartments shall be defined as living units when containing kitchen facilities.

Energy: Electric Energy measured in kilowatt-hours (kwh)

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.

Mobile Home: A prefabricated structure, designed for ease of movement from one location to another which does not require structural modification preparatory to such move.

Point of Delivery: The point where conductors of the Department are connected to the conductors of the Customer, regardless of the location of the Department's meters or transformers.

Premises: All of the real property and apparatus employed in a single enterprise on an integral parcel of land.

15. MODIFICATION. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present Terms and Conditions.