

**HOLDEN MUNICIPAL LIGHT DEPARTMENT
GENERAL TERMS AND CONDITIONS
FOR RETAIL ELECTRIC SERVICE**

I. APPLICABILITY

The following Terms & Conditions of the Holden Municipal Light Department (“HMLD”) shall be a part of every Rate Schedule for electric service and contracts permitted by these Terms & Conditions, except as may be expressly modified by a particular Rate Schedule or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”).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 and entities applying for or receiving service from HMLD (“Customer”) and compliance therewith by the Customer is a condition precedent to the initial and continuing supply of electricity, as applicable, by HMLD. Unless otherwise specifically provided herein, all provisions apply to both primary (high tension) and secondary service.

These Terms and Conditions, and any amendments hereto, are binding on every Customer regardless of whether such Customer has actual notice of them. No agent or employee of HMLD is authorized to modify, change or waive any of these Terms and Conditions by oral agreement, representation or otherwise. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time only by a duly authorized vote of the Board of Selectmen in its capacity as the HMLD Board of Light Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service also shall be subject to HMLD’s applicable policies, rules, regulations, and specifications, to the extent not inconsistent with these Terms and Conditions.

II. INITIATING ELECTRIC SERVICE

- A. **EXCLUSIVE SERVICE PROVIDER.** HMLD shall be the exclusive electric service provider in its electric service territory. All Customers receiving electric service from HMLD or within HMLD’s electric service territory shall be prohibited from purchasing energy from any other entity or person. All Customers within HMLD’s electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with HMLD’s express written consent, which may be withheld by HMLD in its sole discretion, or upon order of the DPU.
- B. **SERVICE APPLICATION.** Any person or entity seeking to initiate temporary or permanent electric service or to change or to restore service shall complete and sign a written application on such forms provided or specified by HMLD. Applications for temporary or seasonal service or otherwise when the term is less than six months, shall be made by the owner of the service location. The Customer shall be responsible for the payment of all applicable fees at the time of

application for service. HMLD may request any information as it deems necessary to secure payment for all charges and to provide efficient and reliable service. After receiving a completed application and security deposit, HMLD will proceed to activate service for existing service locations but HMLD does not guarantee when service will be available.

In addition, for non-residential accounts, HMLD may require each owner, partner, or member to sign the service application to guarantee performance and payment. Each such owner, partner or member must have the authority to bind the business. Any person who signs the service application without authority to bind the business shall be personally liable on the account.

C. SECURITY DEPOSITS.

1. Residential Accounts: HMLD may require any residential Customer, upon application for service or at any time, to furnish a security deposit in the form of cash or check equal to an amount no greater than the estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. If prior history of usage is established, the estimate shall be no greater than the highest three-month period of service. The security deposit may be maintained for the full term of service. HMLD 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.
2. Commercial and Industrial Accounts: HMLD may require any commercial or industrial Customer, upon application for service or at any time, to furnish a security deposit in the form of cash, check, letter of credit, or other acceptable methods to secure payment for three months of service. HMLD may calculate the amount of the security deposit based on either information available for electric usage for the type of business in which the Customer is engaged and the size of the requested service, *e.g.*, 100 amp, 200 amp or greater service size, or historical usage data for the service location.
3. Interest: 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.
4. Waiver: HMLD may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.

Waiver of the security deposit shall not preclude HMLD from subsequently requiring a security deposit as provided herein, as HMLD deems necessary to secure payment of charges.

- D. SERVICE CONTINGENT UPON CERTAIN RIGHTS. The supply of service is contingent upon HMLD's ability to secure, retain, and access the necessary location(s), rights-of-way, authorizations, approvals, and/or other property rights for its poles, wires, conduit, cable, meters, and other facilities, equipment, or apparatus. The Customer, at its sole expense, shall provide or secure any necessary permits, licenses, certificates, approvals, authorizations, easements, and/or rights-of-way on private property as may be required by HMLD to enable HMLD to install and furnish the service for which application is made and as expedient to serve other customers. The Customer shall be required to furnish proof acceptable to HMLD evidencing HMLD's right for the permanent installation of its facilities on private property. HMLD, 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 Customer shall be responsible for the cost of relocating HMLD's electric facilities required to provide service to the Customer if the requisite property rights are not acquired or maintained.
- E. REFUSAL TO SERVE. HMLD reserves the right to refuse to supply service to new Customers and to supply additional load or to upgrade service to any existing Customer if it is unable to obtain the necessary franchise rights, authorizations, consents, approvals, equipment and facilities or capital required for the purpose of furnishing such service, or when the difficulty of access thereto is such that it causes an undue hardship on HMLD, financial or otherwise. HMLD also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to HMLD's other Customers. As a condition to providing or continuing service, HMLD may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by HMLD, at the Customer's sole expense.
- F. REJECTION FOR UNPAID BALANCE. HMLD 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 HMLD's discretion, HMLD 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.

III. INSTALLATION OF SERVICE AND SERVICE CONNECTIONS

- A. CUSTOMER'S WIRING. For overhead service: Except for the meter and the overhead service drop, the Customer is responsible for the installation of all equipment and wiring on the Customer's premises to the point of attachment, as specified by HMLD. For underground service: Except for the meter, the Customer is responsible for the installation of all equipment and wiring that is located underground and up to either the point of attachment on a utility pole or the point of attachment in a sidewalk handhole, as applicable and as determined by HMLD. The Customer's wiring and electrical equipment shall comply with all applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and HMLD's specifications, technical requirements, and policies as may be established or amended from time to time. The Customer shall obtain written approval of the Town Wiring Inspector prior to the connection of new service. HMLD may refuse to provide service until the Customer's wiring has been approved for energization or if HMLD determines that the Customer's installation does not comply with applicable requirements.
- B. EXTENSION OR MODIFICATION OF DISTRIBUTION SERVICE. The extension of new service and the modification of existing service shall be subject to HMLD's requirements and specifications and shall be made at the Customer's expense. HMLD may require the execution of a separate construction agreement to address major or unusual new or modified service installations, as determined by HMLD, and/or may require the preparation of a system impact study at the Customer's sole expense. When system-wide improvements are required, as determined by HMLD, to provide reliable service to the Customer due to the size of the load or the characteristics of service, the Customer may be required to pay all or a portion of the cost of such system-wide improvements. Such charges will be based on HMLD's actual costs for labor and materials, including engineering and design, attributable to the Customer.
- C. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. HMLD reserves the right to impose any Customer-specific engineering requirements or specifications, as HMLD, 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 HMLD's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.
- D. EQUIPMENT. HMLD 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, including remote disconnect and current limiting devices.

- E. CUSTOMER INSTALLATIONS. When HMLD requires the Customer to install equipment and facilities for the extension of electric service, all installations shall be performed in a workmanlike manner in accordance with applicable codes and shall be subject to HMLD's inspection and written approval. Service shall not be connected to HMLD's facilities until HMLD's written approval is obtained. HMLD may suspend or disconnect service if the Customer's installation initially or subsequently fails to satisfy applicable or otherwise applicable codes, standards or HMLD's requirements or specifications.
- F. OWNERSHIP OF EQUIPMENT AND FACILITIES. All meters, and all equipment and facilities up to the point of attachment, whether installed by the Customer or HMLD, shall be owned by HMLD. Unless otherwise designated by HMLD in writing, all equipment and facilities on the Customer's premises (except for the meter) up to the point of attachment, whether installed by the Customer or HMLD, shall be owned by the Customer. All equipment and facilities located on private property, regardless of ownership, shall be repaired, replaced, and maintained at the Customer's expense. In the case where a repair or replacement of HMLD owned equipment and/or facilities is necessary, the repair and/or replacement shall be performed by HMLD. Customers taking service at high tension shall, at their expense, furnish, install, and maintain in accordance with HMLD's specifications and requirements, switches, transformers, regulators and other equipment that HMLD, in its sole judgment, deems necessary for the provision of safe and reliable service. Transformers shall be purchased from HMLD.
- G. REPLACEMENTS, REPAIRS, AND UPGRADES OF CUSTOMER EQUIPMENT AND FACILITIES. The Customer shall be responsible, at its expense, for maintaining its equipment, facilities, and surrounding landscape in good condition, in compliance with applicable or otherwise applicable codes and industry standards, and in accordance with HMLD's requirements and specifications. HMLD may require the Customer to furnish satisfactory proof of compliance and may suspend or disconnect service if Customer fails to provide such proof or otherwise fails to comply with this provision.

IV. **ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS**

- A. LOAD CHARACTERISTICS. HMLD will determine the character of service to be made available at each location. As provided in Section II.E, HMLD may refuse to supply service or may suspend or discontinue service to loads of unusual

characteristics that could adversely affect HMLD's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of HMLD personnel, or require the installation of regulating equipment, as determined by HMLD in its sole discretion. The Customer shall notify HMLD in writing, in a format approved by the HMLD, 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 HMLD's written approval, including any damage to HMLD's meters, transformers, lines, or other equipment.

- B. TYPE OF SERVICE. The type and/or size of service requested by a Customer may not be available at the location where such service is desired. Non-standard service only may be made available upon the express written approval of the General Manager of HMLD, as determined in HMLD's sole discretion, and at the sole expense of the Customer. HMLD reserves the right to not furnish transformers in excess of 300 KVA, and all service shall be delivered at 120/208, 120/240 or 277/480 volts. Temporary service will be supplied at the Customer's sole expense. Expenses for installation and removal of equipment for temporary service and an estimate for electricity usage shall be payable in advance.
- C. COMPLIANCE WITH RATE AVAILABILITY. To the extent applicable, the use of service shall not be for any purposes other than those covered by the availability provision of the particular rate under which service is supplied.
- D. SUITABILITY OF EQUIPMENT AND APPARATUS. The Customer's wiring, equipment and apparatus shall be suitable for compatible operation with the service supplied by HMLD and shall, at all times, conform to the requirements of any legally constituted authorities, industry standards and safety codes, and to those of HMLD, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the supplied service for any purpose or with any apparatus that would cause any disturbances or which may impair or render unsafe the service supplied by HMLD to its other Customers. HMLD shall not be responsible for the maintenance or installation of the equipment and property on the Customer's side of the point of attachment, nor shall HMLD have any duty to investigate the same. However, HMLD reserves the right, but not the obligation, to disconnect its service, if to its knowledge and in its judgment, the Customer's installation has become or is dangerous, defective, or in violation of applicable or otherwise applicable safety codes or HMLD's requirements or specifications. The Customer shall be liable for any loss or damage resulting to HMLD's apparatus or facilities or to its other Customers caused by the Customer's failure to comply with any provision of these Terms & Conditions.

- E. COMPLIANCE WITH LAWS. The Customer shall comply with all applicable by-laws, codes, requirements, certificates, permits and approvals of federal, state or municipal bodies or authorities with respect to the installation and maintenance of its equipment and facilities and shall be required to furnish satisfactory evidence of such compliance upon request. HMLD shall not be required to supply or continue service unless all applicable permits and approvals have been obtained or compliance with applicable or otherwise applicable codes has been established.
 - F. RESALES PROHIBITED. Service supplied by HMLD shall be for the exclusive use of the Customer for the purpose and class of service specified, and such service shall not be resold.
 - G. ADDITIONAL LIMITATIONS. (a) The Customer shall not operate its plant in parallel with HMLD's system without the express written consent of HMLD. If consent is provided, such parallel operation shall be subject to HMLD's interconnection requirements and specifications. (b) Service shall not be used to supplement or relay or as a standby to any other service without HMLD's express written consent. HMLP may require a payment guarantee and impose such terms and conditions determined by HMLD to be reasonably necessary as a condition to providing its consent.
- V. **INSTALLATION, ACCESS, AND PROTECTION OF HMLD'S EQUIPMENT AND METERS**
- A. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, HMLD will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. HMLD shall specify the type of meter that will be furnished and installed in its sole discretion. HMLD may change the location or the type of meter at any time. All meters installed by HMLD shall remain the property of HMLD, regardless of whether such meter is repaired or replaced by HMLD at the Customer's expense as provided herein. HMLD shall maintain and test the meters in accordance with applicable laws or regulations, including ANSI Standard 12.1. The Customer, at its expense, shall furnish and install upon its premises the meter switch or circuit breaker in accordance with HMLD's specifications. HMLD may seal such circuit breaker. Seals shall not be broken. The Customer shall not adjust or interfere with any settings. The Customer also shall be responsible at its sole expense for any meter or metering related equipment requested by the Customer to provide enhanced and/or supplemental usage information.

- B. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever HMLD determines that unauthorized use of electricity is being made at the service location, HMLD may make any changes to its meters, appliances or other equipment on the Customer's premises or take any other corrective action as may be appropriate under the circumstances to protect the integrity of its service 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.
- C. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to HMLD, the necessary space, housing, fencing, barriers, and foundations for the protection of equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or HMLD. If the Customer refuses or fails to do so, HMLD, at its option, may charge the Customer the costs for furnishing and maintaining the necessary facilities or devices for the protection of its equipment. Such space, housing, fencing, barriers, and foundations shall be in conformity with applicable laws and regulations and subject to HMLD's specifications and approval.
- D. ACCESS TO HMLD'S EQUIPMENT AND METERS. At all times, the meter and all other HMLD equipment installed on the Customer's premises for the purposes of supplying service to the Customer or other customers, shall be readily accessible to HMLD authorized personnel and contractors for reading, inspection, repairs, replacements, and testing. Access to HMLD's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. HMLD may refuse to supply or may suspend service if access cannot be readily or safely obtained, as determined by HMLD in its sole discretion. The Customer shall not permit access to HMLD's meters and equipment except to authorized personnel of HMLD.
- E. GRANT OF RIGHTS. The Customer hereby gives HMLD permission to access the Customer's premises at all times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing HMLD's meters, equipment or appliances required to provide service to the Customer and HMLD's other Customers and for checking the Customer's load. Access to facilities located indoors shall be provided at reasonable times. In non-emergency situations, HMLD will endeavor to provide prior notice. If access is refused or is otherwise not provided, HMLD 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 HMLD 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. HMLD shall not be liable for any damage caused in obtaining lawful access to the premises.
- F. INTERFERENCE AND TAMPERING PROHIBITED. No person, unless expressly authorized by HMLD in writing, shall disconnect, remove, inspect, or otherwise alter any meter or other equipment or facilities owned by HMLD.

Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to HMLD's meters or equipment.

- G. RELOCATION OF METERS. Upon request, HMLD will temporarily relocate meters to accommodate construction projects at the service location. The Customer shall be responsible for the safekeeping of HMLD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith. HMLD reserves the right to require service relocation to be located underground at its discretion.
- H. PROTECTION OF EQUIPMENT, REMEDIES, AND LIABILITY. HMLD may impose any additional reasonable conditions or take reasonable actions (and/or impose any restrictions) as it deems necessary for the protection of its equipment, facilities, personnel and/or other customers and to prevent interference with HMLD's meters and/or equipment. The Customer shall be responsible for all costs associated with any loss, damage, or interference with HMLD's meters and/or equipment on its property, including the cost of repairs or replacements and the cost of mitigating interference with meters and/or equipment, including, but not limited to the cost of manual meter reading, all as determined by HMLD in its sole discretion. The Customer shall be responsible for any loss, damage, or interference to HMLD's facilities and equipment located outside of the Customer's property to the extent such Customer caused, in whole or in part, the loss, damage, or interference. HMLD will include the charges for repairs or replacements of facilities and equipment for which the Customer is responsible on the Customer's electric bill. HMLD 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 and its employees. In addition, any person found vandalizing or tampering or with such HMLD equipment or meters may be subject to a fine or imprisonment, or both, as provided by G.L. c. 164, Section 126 or other applicable law.
- I. MULTIPLE DWELLING UNITS AND BUILDINGS. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered to be separate Customers and shall be metered individually wherever practicable. If a single family residence is subsequently converted to multiple dwelling units, or if for some other reason it is impractical, in the judgment of HMLD, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. HMLD shall not be required to install separate service for any garage, barn, or other out-building if such service may be supplied from the main premises. Landlord customers shall comply with the requirements of the State Sanitary Code. As provided in Section IV.F, in no circumstances shall electricity be resold to the occupants.

VI. ADDITIONAL CUSTOMER RESPONSIBILITIES.

- A. PROTECTION OF CUSTOMER EQUIPMENT AND APPLIANCES. The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics, similar and other devices can be extremely sensitive to power system transients or loss of voltage. The Customer is solely responsible for the protection of its equipment and appliances and should consult the equipment manufacturer for suitable devices to protect against these conditions. HMLD shall not be liable for any losses or damage to the Customer's equipment and appliances.
- B. INSTALLATION OF RELAYS. The Customer shall install, at its own expense, a reverse-phase relay of approved type on all alternating-current motors for passenger and freight elevators, hoists and cranes, and a reverse-power or other approved relays for parallel operation. The Customer is responsible for protecting all polyphase equipment from loss of phase conditions (single phasing).
- C. CHANGES IN CUSTOMER'S CONDITIONS OR INSTALLATION. The Customer shall provide advance written notice to HMLD 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 HMLD in writing. HMLD 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 HMLD caused by the changed conditions or installation made without HMLD's express prior approval. HMLD may suspend 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 HMLD.
- D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for HMLD to relocate any of its poles, wires, cables or equipment by which the Customer is served, the Customer, at its own expense, shall change the location of its point of delivery to a point readily accessible from the new location, and shall make any change in the wiring system in connection therewith. When the Customer requests the relocation of electric facilities, the Customer shall be responsible for the payment of all costs associated with such relocation in advance to HMLD. It is within HMLD's sole discretion to permit the relocation of the electric facilities when requested by the Customer.
- E. TREE TRIMMING. The Customer shall be responsible, at its expense, for all tree trimming and clearing of all equipment and facilities on its property, including HMLD-owned facilities, e.g. service line. For clarity and without limiting the prior sentence in any way, the Customer shall be responsible for vegetation management around the Customer's service line. The Customer is responsible for taking appropriate safety measures when working near and around electric wires and equipment.

VII. RATES, CHARGES AND BILLING

- A. **RATE.** HMLD 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 Customer shall remain on the rate for a minimum of twelve month periods, unless the rate is discontinued. If there is a material change in Customer's usage during such twelve month period, then Customer may submit a written request to HMLD requesting a change in rate prior to expiration of the twelve month period. HMLD may allow a rate change in its discretion. HMLD 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. Requests for changes in rate shall not be made more than once in any twelve-month period. Rate changes shall not be retroactive. Minimum charges may apply to each billing period or portion thereof as provided in the applicable rate schedule.
- B. **CHANGES IN RATE SCHEDULES.** HMLD's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with G. L. c. 164, § 58. Service shall be billed at the new rate as of effective date.
- C. **BILLING.** All meters will be read at least every other month as provided in the DPU billing and termination regulations, except where access to the meter cannot be obtained on the regular reading date. Bills for regular service charges shall be rendered monthly except when HMLD determines that a different period is required or desirable as permitted by applicable law or regulation. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. HMLD may require payment in advance for such work.
- D. **BUDGET AND PAYMENT PLANS FOR RESIDENTIAL CUSTOMERS.** HMLD offers budget and payment plans to qualified residential customers in accordance with 220 CMR 25.02. Customers seeking to establish a budget plan shall file a written application on approved forms and shall have a satisfactory credit rating. Customers who have experienced a hardship and are unable to pay overdue charges may contact HMLD to set up a payment plan. HMLD may terminate the budget plan if the Customer fails to make any payment when due. Customers also may be subject to termination for electric service in accordance with 220 CMR. 25.00. In accordance with DPU regulations, residential customers who have experienced a hardship and are unable to pay overdue charges may contact HMLD to set up a payment plan.
- E. **DUE DATE.** All bills shall be due and payable upon receipt. The bill shall be deemed to be received on the date of hand delivery or three days following the date of mailing, as applicable, unless otherwise specified in the applicable rate schedule. If a bill for monthly residential service is not paid in full within the

discount period shown on the bill and the amount is not subject to a good faith dispute, the Customer will not be eligible for the prompt payment discount shown on the bill and must pay the full amount of the invoice. For all customers, if a bill is not paid in full within forty-five (45) days of receipt and the amount is not subject to good faith dispute the bill shall be deemed to be past due and service shall be subject to termination in accordance with applicable laws and regulations, and the Customer also may be subject to late payment fees. Any applicable discounts will apply only when all charges have been paid in full and only when full payment is received by HMLD by the discount expiration date. All claims for billing adjustments must be made before the bill becomes past due.

- F. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer of record and shall be liable for all charges for service until paid in full until such time as the Customer requests termination of service and a final meter reading is obtained by HMLD. Continuous service will be provided to rental properties during periods of vacancy upon application or agreement by the landlord. Such service will remain in place unless the landlord submits a written request for disconnection. The landlord will be responsible for paying the charges until a new Customer-of-record is established.
- G. LIABILITY FOR UNMETERED SERVICE AND UNBILLED CHARGES. When the Customer receives service that has not been metered or has not been charged due to a billing error or otherwise, HMLD 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.
- H. ADDITIONAL FEES AND CHARGES. The Customer shall be subject to additional service fees as set forth in the applicable rate schedule and/or other fee schedule. Checks returned for insufficient funds may be subject to fees imposed by the Town Treasurer.

VIII. SUSPENSION OR TERMINATION OF SERVICE

- A. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES. HMLD reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to HMLD's equipment or facilities, whether on or off the Customer's premises. HMLD 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 HMLD deems that an emergency exists. However, nothing in this Section shall be deemed to require HMLD to make any such repairs, replacements or changes, at times other than HMLD's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.

- B. NON-COMPLIANCE. HMLD 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 HMLD, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with HMLD's system or service to HMLD's other Customers.
- C. REASONS OF SAFETY OR FRAUD. HMLD 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 HMLD's workers; and/or
 - b. If necessary to protect HMLD from fraud or theft.
- D. CAUSES BEYOND HMLD'S CONTROL. HMLD may discontinue or suspend service and remove any HMLD equipment which, in the opinion of HMLD, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond HMLD's reasonable control.
- E. AS PERMITTED BY DPU REGULATIONS. HMLD may discontinue service in accordance with or as permitted by the DPU's billing and termination regulations, 220 C.M.R. 25.00, *et seq.*
- F. REMOVAL OF HMLD PROPERTY. HMLD 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.

IX. LIMITATIONS ON LIABILITY AND DAMAGES AND EXCLUSIONS

- A. SERVICE QUALITY AND INTERRUPTIONS. While HMLD endeavors to furnish adequate and reliable service, HMLD does not guarantee continuous service or warrant that service will be free from interruptions or defects. HMLD hereby disclaims any and all loss or liability resulting from its failure to provide service or its inability to maintain uninterrupted and continuous service to the extent allowed by law. HMLD shall not be responsible for any variation or diminution in service, abnormal voltage, or reversal of its service. To the extent such liability may not be disclaimed by law, HMLD shall not be liable for such condition except to the extent that such condition is caused solely by HMLD's gross negligence or willful misconduct. In no event shall HMLD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. HMLD shall have no duty to regulate voltage and/or frequency

beyond that required by the American National Standard for Electric Power Systems and Equipment, ANSI C84.1, and if the Customer requires regulation of voltage and/or frequency that is more refined, the Customer shall furnish, install, maintain, and operate the necessary apparatus at his own expense.

The Customer acknowledges that when a part or parts of the interconnected generation, transmission or distribution systems may be threatened by a condition which may affect the integrity of the supply of electric service, or when a condition of actual or threatened shortage of available energy supplies and resources shall exist, HMLD may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer. If Customers fail to comply with any such allocations or restrictions, HMLD may take such remedial actions as it deems appropriate under the circumstances including, but not limited to, suspension of electric service and/or imposing a surcharge for the Customer's excess use of electricity.

- B. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. HMLD 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 HMLD's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does HMLD in any way give any warranty, express or implied, as to the adequacy, safety or other characteristics of any equipment, wiring or devices installed on the Customer's premises. HMLD shall not be liable for injuries or damages resulting in any way from the supplying or use of electricity or from the presence or operation of HMLD's service, conductors, appurtenances or other equipment on the Customer's premises.
- C. OTHER EVENTS. Notwithstanding the foregoing limitations, HMLD disclaims any and all liability for losses or damages due to the provision of service and for any 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 HMLD or one with whom it has contracted for the supply of electricity.
- D. LIMITATION ON LIABILITY AND DAMAGES. To the extent any of the foregoing limitations are deemed invalid or unenforceable, HMLD shall not be liable for injuries or damages to its Customers or any third parties, except to the extent caused solely by its gross negligence. In no event shall HMLD be liable for any special, indirect, or consequential damages of any kind, including, but not limited to, lost profits or loss of revenues, spoilage of goods, or loss of use of equipment, claims from third parties, or any other such damages or economic harm.

APPENDIX A – FEES

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

Reconnection Fee. The Customer shall be subject to a reconnection fee for each reconnection of service. The reconnection charge for regular service during normal business hours shall be \$50.00.

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

Meter Tests. The Customer shall pay a \$50.00 fee for meter testing. The fee will be refunded if the meter is found to be inaccurate.

Temporary Service. The Customer shall be charged the full, actual costs of the installation of temporary service or \$250, whichever is higher.

*All fees are subject to change without notice.

Appendix B – Specifications and Technical Requirements

Underground Facilities.

URD service is required for any new construction. Underground facilities shall be installed at the Customer's expense to the connection point designated by HMLD.

Provided however, the installation of underground facilities shall not be required if all of the following conditions are met:

- a) The existing delivery point is already provided by an overhead connection; and
- b) The modifications will result in at least a 50% reduction in the existing length of overhead cable; and
- c) HMLD determines that the ground conditions of underground installation would create a significant, unnecessary financial hardship for the Customer. The Customer shall be responsible for providing proof of the site conditions, such as geologic surveys, an opinion of a qualified engineer, etc.

All underground service connected to HMLD's underground facilities shall be installed on the Customer's property, by the Customer and shall be and remain the property of the Customer and shall be maintained by the Customer at its expense.