



**PRINCETON
MUNICIPAL LIGHT
DEPARTMENT
GENERAL TERMS AND
CONDITIONS**

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Commissioners – February 17, 2016*

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**PRINCETON MUNICIPAL LIGHT DEPARTMENT
GENERAL TERMS AND CONDITIONS
FOR ELECTRIC SERVICE
Effective September 1, 2014**

A. APPLICABILITY

The following Terms & Conditions of the Princeton Municipal Light Department (“PMLD”) 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or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”).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 and entities applying for or receiving service from PMLD (“Customer”) and compliance therewith by the Customer is a condition precedent to the initial and/or continuing supply of electricity, as applicable, by PMLD.

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 PMLD 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 PMLD Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service shall be subject to PMLD’s applicable policies, rules, regulations and specifications, to the extent not inconsistent with these Terms and Conditions.

B. INITIATING ELECTRIC SERVICE

1. EXCLUSIVE SERVICE PROVIDER. PMLD shall be the exclusive electric service provider in its service territory. All Customers within PMLD’s electric service territory shall be prohibited from purchasing energy from any other entity or person. All Customers within PMLD’s electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with PMLD’s express written consent, which may be withheld by PMLD in its sole discretion, or upon order of the DPU.
2. SERVICE APPLICATION. Any person or entity seeking to initiate temporary or permanent service or to change or to restore service shall complete and sign a written application on such forms provided or specified by PMLD. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. PMLD may request any other information as it deems necessary to secure payment for all charges and to provide efficient and reliable service.

3. SECURITY DEPOSITS. PMLD may require any Customer, upon application for service or at any time, to furnish a security deposit in the form of cash or check, equal to an estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. If a prior history of usage is established, the estimate shall be based on the highest three-month period of service. For new commercial and industrial Customers, PMLD will calculate the amount of the security deposit based on the information reasonably available for electric usage for the type of business in which the Customer is engaged. PMLD may adjust the amount of the security deposit as necessary consistent with the Customer's usage history and as otherwise may be necessary to ensure that the full deposit is maintained. The security deposit may be maintained for the full term of service. Interest on security deposits held longer than six months shall be paid to the Customer or credited to the Customer's account in accordance with applicable laws or regulations. PMLD may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.
4. SERVICE CONTINGENT UPON CERTAIN RIGHTS. The supply of service is contingent upon PMLD's ability to secure and retain the necessary location(s), rights-of-way or other property rights for its poles, wires, conduit, cable, and other equipment or apparatus. The Customer, at its sole expense, shall provide or secure any necessary permits, licenses, certificates, easements or rights-of-way on private property as may be required to enable PMLD to install and furnish the service for which application is made. PMLD, 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.
5. REFUSAL TO SERVE. PMLD reserves the right to refuse to supply service to new Customers or to supply additional load or to upgrade service to any existing Customer if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service, or the difficulty of access thereto is such that it causes an undue hardship on PMLD, financial or otherwise. PMLD also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to PMLD's other Customers. As a condition to providing or continuing service, PMLD may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by PMLD, at the Customer's sole expense.

6. REJECTION FOR UNPAID BALANCE. PMLD 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 PMLD's discretion, PMLD 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.

C. INSTALLATION OF NEW SERVICE AND SERVICE CONNECTIONS

1. CUSTOMER'S WIRING. Except for the meter, the Customer is responsible, at its expense, for the installation, maintenance and repair of all equipment and wiring on the Customer's premises to the point of connection, as specified by PMLD. The point of connection to PMLD's distribution system generally will be the Customer's property line or boundary. The Customer's wiring and electrical equipment shall comply with applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and PMLD's specifications 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. PMLD may refuse to provide service until the Customer's wiring has been approved for energization or if PMLD determines that the Customer's installation does not comply with applicable requirements.
2. EXTENSION OF DISTRIBUTION SERVICE. The extension of new service, including all materials and equipment, shall be subject to PMLD's requirements and specifications and at the Customer's expense. The cost for new electric service shall include, but is not limited to, the costs associated with extending PMLD's existing distribution system from the last existing most practical utility pole or underground junction, as determined by PMLD in its sole discretion, to the Customer's property line. Such costs include, but are not limited to, the cost of new utility poles, pole hardware, tree trimming, transformers, and/or conductors to accommodate a Customer's electric service. PMLD may require the execution of a separate construction agreement to address major or unusual new service installations, as determined by PMLD. When system-wide improvements are required, as determined by PMLD, 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 PMLD's actual costs for labor and materials, including engineering and design.

3. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. PMLD reserves the right to impose any Customer-specific engineering requirements or specifications, as PMLD, 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 PMLD's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.
4. EQUIPMENT. PMLD 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.
5. INSTALLATION RESPONSIBILITIES. All new services shall be placed underground. The Customer shall be responsible for hiring a licensed electrical contractor, at its sole expense, to provide and install all conduit, conductors, couplings, and associated hardware for new electric service. The Customer also shall be responsible for the excavation, trenching, and backfill, in accordance with PMLD specifications. PMLD will provide, at the Customer's expense, the transformer, transformer pad, splice boxes, connections, and associated hardware. Unless PMLD otherwise agrees, PMLD will install all transformers, primary terminations, transformer connections, and electric service meters. All labor, material and equipment costs associated with this work will be charged to the Customer. PMLD will provide a written estimate of its costs to install utility poles, transformer pads, transformers, meters and associated equipment. The cost of each project shall be billed on a time and materials basis plus a 20% surcharge to cover general administrative expenses. The Customer is responsible, at its cost, for performing or arranging for all other work associated with the project, including but not limited to repaving and traffic control costs.
6. CUSTOMER INSTALLATIONS. The Customer's installation of new or upgraded service shall be performed in a workmanlike manner in accordance with applicable codes, PMLD requirements and specifications, and prevailing industry standards, and shall be subject to inspection and written approval of PMLD and the Town wiring inspector, as applicable. PMLD or the Town's wiring inspector must inspect and authorize all trenches, conduit, backfill material, warning tape, transformer pads, and splices boxes before backfilling is permitted. PMLD will install the electric service meter once the Town's wiring inspector has inspected and approved the installation and electrical permit. Service shall not be connected to

PMLD's facilities until PMLD's final written approval is obtained. PMLD may suspend or disconnect service if the Customer's installation subsequently fails to satisfy applicable codes, standards or PMLD's requirements or specifications.

7. OWNERSHIP OF EQUIPMENT AND FACILITIES. Unless otherwise agreed in writing, all equipment and facilities up to the point of connection, whether installed by the Customer or PMLD, shall be owned by PMLD. All equipment and facilities installed on Customer's property after the point of interconnection, except for the meters, shall be owned by the Customer. All meters shall be owned by PMLD.

8. REPLACEMENTS, REPAIRS, AND UPGRADES OF CUSTOMER EQUIPMENT AND FACILITIES. The Customer shall be responsible, at its expense, for maintaining its equipment and facilities in good condition, in compliance with applicable codes, and in accordance with PMLD's requirements and specifications. PMLD may suspend or disconnect service if Customer fails to comply with this provision. The Customer shall be responsible for all costs associated with maintaining any equipment and facilities from point of connection to PMLD's distribution system to the facility being served, whether owned by PMLD or the Customer. All repairs, preventative maintenance and corrective maintenance shall be performed according to PMLD specifications by PMLD or a licensed PMLD approved contractor. PMLD will conduct and provide at no cost to the Customer a detailed service inspection with recommendations for preventative and corrective maintenance. All other general and emergency maintenance and repairs to PMLD's facilities shall be performed by PMLD or a PMLD approved licensed contractor, which may be charged to the Customer. PMLD will not charge for costs (*e.g.* transformer, hardware, personnel and vehicle expenses) of replacing a failed transformer up to 25 kVA, unless it is determined by PMLD, in its sole judgment, that the failure is caused by the Customer's neglect or improper maintenance (*e.g.*, lack of proper tree clearance). In which case, the Customer shall be responsible for the entire cost. If the transformer is larger than 25 kVA, the Customer shall be responsible for any additional costs above 25 kVA associated with the purchase or replacement of the transformer.

D. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

1. LOAD CHARACTERISTICS. PMLD will determine the character of service to be made available at each location. As provided in Section B, paragraph 5, PMLD may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect PMLD's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of PMLD personnel, or require the installation of regulating equipment, as determined by PMLD in its sole discretion. The Customer shall notify PMLD in writing, on a form approved by PMLD, 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 PMLD's written approval, including any damage to PMLD's meters, transformers, lines, or other equipment.
2. 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 PMLD, as determined in PMLD's sole discretion, and at the sole expense of the Customer.
3. 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.
4. SUITABILITY OF EQUIPMENT AND APPARATUS. The Customer's wiring, equipment and apparatus shall be suitable for compatible operation with the service supplied by PMLD and shall, at all times, conform to the requirements of any legally constituted authorities and to those of PMLD, 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 that may impair or render unsafe the service supplied by PMLD to its other Customers. PMLD shall not be responsible for the maintenance or installation of the equipment and property on the Customer's side of the delivery point, nor shall PMLD have any duty to investigate the same. However, PMLD 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 safety codes or PMLD's requirements or specifications. The Customer shall be liable for any damage resulting to PMLD's apparatus or

facilities or to its other Customers caused by the Customer's failure to comply with any provision of these Terms & Conditions.

5. 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. PMLD shall not be required to supply or continue service unless all applicable permits and approvals have been obtained or compliance with applicable codes has been established.
6. RESALES PROHIBITED. Service supplied by PMLD shall be for the exclusive use of the Customer for the purpose and class of service specified, and such service shall not be resold.

E. INSTALLTION, ACCESS AND PROTECTION OF PMLD'S EQUIPMENT AND METERS

1. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, PMLD will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. All meters installed by PMLD shall remain the property of PMLD, regardless of whether such meter is repaired or replaced by PMLD at the Customer's expense as provided herein. PMLD shall maintain and test the meters in accordance with applicable laws or regulations. PMLD may require any meter that it deems to be inaccessible (such as locations in basements, fields, remote locations, locked locations, indoors, etc.) to be relocated at the Customer's expense, even if such location was previously approved by PMLD.
2. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever PMLD determines that an unauthorized use of electricity is being made at the service location, PMLD 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 ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.
3. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to PMLD, 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 PMLD. If the Customer refuses or fails to do so, PMLD, 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 PMLD's specifications and approval.

4. ACCESS TO PMLD'S EQUIPMENT AND METERS. At all times, the meter and all other PMLD equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to PMLD at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to PMLD's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. Electric service meters may not be covered by a constructed structure, vegetation, or any other means that does not provide 3' of clearance on the front or sides of the meter in accordance with the NESC. PMLD may refuse to supply or may suspend service if access cannot be readily or safely obtained, as determined by PMLD in its sole discretion.
5. GRANT OF RIGHTS. The Customer hereby gives PMLD permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing PMLD's meters, equipment or appliances. If access is refused or is otherwise not provided, PMLD 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 PMLD 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. PMLD shall not be liable for any damage caused in obtaining lawful access to the premises.
6. INTERFERENCE AND TAMPERING PROHIBITED. No person, unless expressly authorized by PMLD in writing, shall disconnect, remove, inspect or otherwise alter any meter or other equipment or facilities owned by PMLD. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to PMLD's meters or equipment. Upon request, PMLD will temporarily relocate meters at no additional cost to accommodate construction projects at the service location. The Customer shall be responsible for the safekeeping of PMLD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith. PMLD may impose any additional reasonable conditions as it deems necessary for the protection of its equipment and facilities. The Customer shall be

responsible for all costs associated with any damage or interference with PMLD's meters and/or equipment, including the cost of repairs or replacements as determined by PMLD in its sole discretion. PMLD 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. In addition, any person found tampering with such PMLD 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.

7. 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 PMLD, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. PMLD shall have the option, but 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. PMLD typically will install or read additional electric service meters on the load side of the facilities main electric service meter. Landlord customers shall comply with the requirements of the State Sanitary Code. As provided in Section D, paragraph 6, in no circumstances shall electricity be resold to the occupants.

F. ADDITIONAL CUSTOMER RESPONSIBILITIES.

1. 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. PMLD shall not be liable for any losses or damage to the Customer's equipment and appliances.
2. 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).
3. NON-STANDARD VOLTAGE. If the Customer requires secondary

voltage other than 120/240 volt, 277/480 volt, or 120/208 volt, the Customer shall be responsible for providing that voltage on the load side of the PMLD meter by means of Customer-owned and maintained transformers.

4. CHANGES IN CUSTOMER'S CONDITIONS OR INSTALLATION. The Customer shall provide advance written notice to PMLD 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 PMLD in writing. PMLD 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 PMLD caused by the changed conditions or installation made without PMLD's express prior approval. PMLD may terminate or refuse to provide service to any location if changes in the Customer's equipment, installation or interconnection fail to meet specifications or requirements prescribed PMLD.
5. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for PMLD to relocate any of its poles, wires or cables 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.
6. TREE TRIMMING. The Customer is responsible, at its sole expense, for all tree trimming and tree removal on its property in order to ensure the proper clearance from overhead primary conductors, secondary conductors, and other electric equipment. The most recent edition of the National Electric Safety Code (NESC), PMLD Electrical Service Specifications, and PMLD's Vegetation Management Plan in existence at the time of the work shall determine the proper distribution line clearance from trees, structures, buildings, and other objects. In some cases where PMLD Electrical Specifications and/or Vegetation Management Plan standards exceed the basic requirement of the NESC, PMLD's standards shall prevail. All tree trimming shall be performed in accordance with any other applicable PMLD specifications by a qualified and trained contractor. The Customer acknowledges that working on or around energized lines is dangerous and the Customer is responsible for taking all necessary safety precautions.

G. RATES, CHARGES AND BILLING

1. RATE. PMLD 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. PMLD shall not be liable for any claim that service provided to the Customer might have been less expensive or more advantageous to the Customer if supplied under a different rate. Minimum charges may apply to each billing period or portion thereof as provided in the applicable rate schedule.

2. CHANGES IN RATE. PMLD'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.
3. BILLING. All meters shall 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 PMLD determines that a different billing period is required or desirable as permitted by applicable law or regulation, such as on a bimonthly basis. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. PMLD may require payment in advance for such work.
4. 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 service is not paid in full within forty-five (45) days of receipt of the original invoice and the amount is not subject to a good faith dispute, the invoice shall be deemed to be past due and service shall be subject to termination in accordance with applicable laws and regulations. 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 PMLD by the discount expiration date. All claims for billing adjustments shall be made before the bill becomes past due
5. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer of Record and shall be liable for all charges for service until such time as the Customer requests termination of service and a final meter reading is obtained by PMLD. All requests for termination shall be in writing on such forms required by PMLD. Continuous service will be provided to rental properties during periods of vacancy upon the filing of an application for continuous service pursuant to which the property owner or management company agrees to pay for the charges until a new Customer-of-record is established.

6. CUSTOMER OF RECORD. A “Customer of Record” is defined as the person(s) who sign the written application for electric utility services provided by PMLD. If the applicant for electric utility services is doing business under an assumed name, the person(s) who is the registrant of the assumed name shall also be the Customer of Record. All those constituting the Customer of Record are jointly and severally liable for all amounts due PMLD.
7. 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, PMLD 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.
8. ADDITIONAL FEES AND CHARGES.

Meter Disconnection Fee at Customer’s Request. A fee of \$50.00 shall be charged when a customer requests a meter to be disconnected during regular business hours; overtime fees will apply if the action to disconnect must happen outside regular business hours.

Meter Reconnection Fee at Customer’s Request. A fee of \$50.00 shall be charged when a customer requests a meter to be reconnected during regular business hours; overtime fees will apply if the action to reconnect must happen outside regular business hours.

Meter Disconnection Fee for Non-Payment. A fee of \$200.00 shall be charged when a meter is disconnected due to non-payment. This fee must be paid in conjunction with the \$50.00 meter reconnect fee for non-payment prior to reconnection.

Meter Reconnection Fee for Non-Payment. A fee of \$50.00 shall be charged when a meter is reconnected due to non-payment during regular business hours; an additional \$400.00 reconnection fee shall be charged for reconnection after regular business hours. This fee must be paid in conjunction with the \$200.00-meter disconnection fee for non-payment prior to reconnection.

Overhead Disconnection Fee at Customer’s Request. A fee of \$125.00 shall be charged when a customer requests their overhead

service to be disconnected for work to be performed on their private property during regular business hours; overtime fees shall apply if the action to disconnect must happen outside regular business hours. This fee will cover disconnecting the service at the property line and/or the point of connection at the residence and temporarily removing the service wire while work (i.e. tree trimming) is being performed. This fee only covers the secondary service line for (one) 1 pole section from the road to the residence. An additional fee of \$50.00 per additional pole section shall apply in situations with more than (one) 1 pole section. Primary service requests will require a site visit and an estimate will be given by PMLD and approved by the customer in writing prior to the commencement of any work being performed.

Overhead Reconnection Fee at Customer's Request. A fee of \$125.00 shall be charged when a customer requests their overhead service be reconnected after work has been performed on their private property during regular business hours; overtime fees shall apply if the action to reconnect must happen outside regular business hours. This fee will cover reconnecting the service at the property line and/or the point of connection at the residence. This fee only covers the secondary service line for (one) 1 pole section from the road to the residence. An additional fee of \$50.00 per additional pole section shall apply in situation with more than (one) 1 pole section. Primary service requests will require a site visit and an estimate will be given by PMLD and approved by the customer in writing prior to the commencement of any work being performed.

Underground Disconnection Fee at Customer' Request. A fee of \$100.00 shall be charged when a customer requests their underground service be disconnected while work is being performed on their private property during regular business hours; overtime fees shall apply if the action to disconnect must happen outside regular business hours. This fee will cover disconnecting the service at the property line. This fee will apply to both secondary and/or primary circuits.

Underground Reconnection Fee at Customer's Request. A fee of \$100.00 shall be charged when a customer requests their underground service be reconnected after work has been performed on their private property during regular business hours; overtime fees shall apply if the action to reconnect must happen outside regular business hours. This fee will cover reconnecting the service at the property line. This fee will apply to both secondary and/or primary circuits.

Temporary Cover-Up Fee. A fee of \$150.00 shall be charged during regular business hours when a customer requests the temporary cover-up

of their service connections at the point of connection of their overhead service to their residence or structure for the purpose of protection during maintenance of the structure (i.e. painting or siding work). This fee covers the placement and removal of cover-up. Any damage to the cover-up material during the maintenance performed will be additionally assessed and invoiced to the customer. Overtime fees shall apply if the action to cover-up must happen outside of regular business hours.

Finance Charge for Past Due Balances. To the extent permitted by law and unless otherwise specified in the applicable rate schedule, past due bills where such amount(s) is not subject to dispute, shall bear a finance charge 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.

Returned Check Fee. A minimum fee of \$50.00 shall be charged for each returned check to cover the costs incurred by PMLD additional processing and bank charges.

Engineering Rate. Where applicable, all engineering services, including layout of pole lines, will be charged to the Customer at a rate of \$100.00 per hour.

Meter Changes. A fee of \$100.00 shall be charged to the customer who requests a meter to be changed out and tested. The fee will be refunded if the certified meter test results prove it to be defective.

H. SUSPENSION OR TERMINATION OF SERVICE

1. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES. PMLD reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to PMLD's equipment or facilities, whether on or off the Customer's premises. PMLD 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 PMLD deems that an emergency exists. However, nothing in this Section shall be deemed to require PMLD to make any such repairs, replacements or changes, at times other than PMLD's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.
2. NON-COMPLIANCE. PMLD 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 PMLD, including non-payment of charges when due (refer to PMLD's Termination of Service for Non-Payment Policy for details), or if the equipment and apparatus of the Customer interferes with PMLD's system or service to PMLD's other Customers.

3. **REASONS OF SAFETY OR FRAUD.** PMLD 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 PMLD's workers; and/or
 - b. If necessary to protect PMLD from fraud or theft.
4. **CAUSES BEYOND PMLD'S CONTROL.** PMLD may discontinue or suspend service and remove any PMLD equipment which, in the opinion of PMLD, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond PMLD's reasonable control.
5. **AS PERMITTED BY DPU REGULATIONS.** PMLD 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.*
6. **REMOVAL OF APPLIANCES.** PMLD 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.

I. LIMITATIONS ON LIABILITY AND DAMAGES AND EXCLUSIONS

1. **SERVICE QUALITY AND INTERRUPTIONS.** While PMLD endeavors to furnish adequate and reliable service, PMLD does not guarantee continuous service or warrant that service will be free from interruptions or defects and 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. PMLD shall not be responsible for any variation or diminution in service, abnormal voltage, or reversal of its service, except to the extent that such condition is caused solely by PMLD's

gross negligence or willful misconduct. In no event shall PMLD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. PMLD 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, PMLD may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer.

2. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. PMLD 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 PMLD's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does PMLD 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. PMLD 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 PMLD's service, conductors, appurtenances or other equipment on the Customer's premises.
3. OTHER EVENTS. Notwithstanding the foregoing limitations, PMLD 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 PMLD or one with whom it has contracted for the supply of electricity.
4. LIMITATION ON DAMAGES. In no event shall PMLD 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.

5. FULL DISCLAIMER. The Customer assumes full responsibility for the proper use of electricity furnished by PMLD and for the condition, suitability, and safety of any and all wires, cable, devices, or appurtenances energized by electricity on the Customer's premises, or owned or controlled by the Customer that are not PMLD's property. The Customer shall indemnify and save harmless PMLD from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgements for injuries to or deaths of persons or damage of any kind, whether to property or otherwise, arising directly or indirectly by reason of: (1) the routine presence in or use of electricity over the wires, cables, devices or appurtenances owned or controlled by the Customer; or (2) the failure of the Customer to perform any of his or her duties and obligations as set forth in the Tariffs, Terms and Conditions and Requirements for Service; or (3) the Customer's improper use of electricity or electric wires, cables, devices, or appurtenances. Except as otherwise provided by law and notwithstanding any of the foregoing limitations, in no event shall PMLD be liable for any injuries or damages resulting from the provision of electric service except to the extent of its sole gross negligence or intentional misconduct.