



TOWN OF ROWLEY

## **Municipal Lighting Plant**

47 SUMMER ST, P.O. BOX 355

ROWLEY, MASS. 01969

[978]-948-3992

### TERMS AND CONDITIONS

The following Terms and Conditions are a part of all rates, and compliance by the Customer is a condition precedent to the initial and continuing supply of electricity by the Rowley Municipal Light Plant ("Department").

#### General

1. The supply of electric service is contingent upon the Department's ability to secure and retain the necessary location for its poles, wires, conduit, cable and other apparatus. The character of service to be made available at each location will be determined by the Department. Contact the Department for information on the availability of other voltages and service characteristics.

2. Such wiring and other electrical equipment and apparatus as may be necessary in order to utilize the service shall be provided, installed, maintained, and used by the Customer in accordance with the requirements, if any, of the National Electrical Safety Code, and of all public authorities having jurisdiction of the same, and the requirements of the Department. In general, the Department will not provide any service until the Customer's wiring has been inspected and approved for energization.

3. In general, all customers shall be served from one service location and one meter. Apartment buildings shall be served through one service, one building service meter, and individual meters for each occupancy. In the case of more than one building in an apartment complex, each building service meter shall be considered an individual and separate account and will be billed separately.

All electricity delivered by the Department shall be for the exclusive use of the Customer and shall not be resold. A Customer may furnish electricity for the use of his/her tenants or occupants provided that the Customer shall not resell, make a specific charge for, re-meter or sub-meter or measure any of the service so redistributed or furnished.

A condominium or homeowner's association may furnish electric energy to common areas or individual condominium units where such units or buildings are not separately metered and the cost of such service is included in the association's fees to members.

4. Service cannot be supplied unless and until the customer completes an "Application for Residential Service," or an "Application for Commercial/Industrial Service" Application forms are available from the Department.

Service can only be supplied pursuant to an authorized agent of the Department. No agent or employer of the Department is authorized to orally modify any term, provision or rate of the Department. Applications for new service to an existing service location generally must be made at least 72 hours in advance of receiving service.

A 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.

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 from a residential customers or the payment of such bills in advance of supplying service.

#### Requirements of Providing Service

5. The Customer shall wire to the point designated by the Department, at which point the Company will connect its service.

Whenever it is necessary to supply electric service to a single Customer, all poles, transformers, equipment and wires up to the point of delivery shall be paid for by the customer. Such poles and facilities shall become the property of the Department thereafter.

6. The Department shall construct or install overhead or underground distribution facilities or other equipment determined by the Department to be appropriate for a Customer under the following conditions:

A. The owners of record shall grant the Department, without cost, perpetual rights and easements, including rights of ingress and egress, free and clear of encumbrances of record, the form and content of which shall be acceptable to and approved by RMLP. Such rights and easements must be granted to and accepted by the Department prior to the start of construction. The owners of record shall be responsible for the payment of recording fees. In the event that any overhead or underground distribution facilities are pre-existing on the customer's property, such facilities shall become the property of the Department once the above-reference rights and easements are granted to the Department.

B. With regard to underground service, as applicable, the Customer shall furnish the Department with an approved subdivision plan or plans, together with all available grades and land clearing information, street improvements details,

locations of water mains, sewer lines, gas lines, property lines, and easements to parties other than the Department. The subdivision plan shall conform to the Department's specifications

C. When the Customer requests an overhead electric service extension, the Department shall install, own, and maintain the service to the point of attachment on the Customer's structure in accordance with the Department's specifications. Any underground or overhead services in excess of 300 feet from the point of delivery requires special review by the Department, which may encompass increased conductor sizing and/or transformer installation.

D. The Department shall own and maintain all underground primary electric service which includes all underground service to the low voltage side of the transformer. When the Customer requests an underground primary electric service extension, the Customer shall be responsible for the arrangements and expenses in accordance with the Department's requirements and specifications, as may be amended from time to time. Once the underground service extension is constructed, and is accepted by the Department, it shall become the property of the Department.

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

The Department may, in the exercise of reasonable judgment, refuse to supply service to loads of unusual characteristics that might adversely affect the quality of service supplied to other customers, the public safety, or the safety of Department personnel. In lieu of such refusal, the Department may require a customer to install at its expense any necessary regulating and protective equipment in accordance with requirements and specifications of the Department.

8. The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Department. The Department may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

The Department reserves the right to impose Customer-specific engineering requirements as the Department, in its discretion, deems necessary for the protection of its system and to provide safe and reliable service. In such cases, the Department will provide engineering plans to the Customer at the Customer's expense. The Customer is responsible for ascertaining whether any special engineering requirements apply prior to ordering equipment and/or commencing construction.

9. The Customer's wiring, piping, apparatus, and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Department, and the Customer shall keep such wiring, piping, apparatus, and equipment in proper repair. The Department 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 the Department have any duty to investigate the same.

The Customer shall notify the Department prior to installing any stand-by generator. Such generators and switching shall be installed in accordance with the Department's requirements at the Customer's expense.

10. The Department shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Department or its agents access to the Customer's equipment and to enable its conductors to be connected therewith.

11. The Customer shall furnish and maintain, at no cost to the Department, the necessary space, housing, fencing, and foundations for all equipment that is installed on its premises in order to supply the Customer 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 requirements and specifications and subject to its approval.

12. Whenever the estimated expenditures for the equipment necessary to supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates will, in the opinion of the Department, be insufficient to warrant such expenditures, the Department may require a Customer to guarantee a minimum annual payment of commitment for a term of years or to pay the whole or a part of the cost of such equipment.

#### Protection of Company Property

13. The Department shall have the right of access at all reasonable times to the premises on which it meters, other appliances and equipment are located for the purpose of examining or removing the same.

14. The Customer shall not injure, interfere, destroy or tamper with the meter or other property of the Department nor suffer or permit any person to do so. The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Department, to the meter or other appliances and equipment of the Department, and shall provide for their safekeeping. The Customer shall use all reasonable precautions to protect the property of the Department located on the premises of the customer from damage and interference and shall be responsible for all damages to, or loss of, such

property of the Department.

The Department may exercise any rights and remedies available to it in the event that the Customer, directly or indirectly, prevents or hinders any employee or agent of the Department from entering the customer's premises for the purpose of reading or examining the meter.

The Department may periodically test and inspect the meters in order to determine their accuracy, or as the Department deems necessary for the protection of its property or system, or the administration of its rates. The Department will make additional tests at the request of a Customer, provided said meter has not been tested with the previous 12 months. The Customer may be present during testing. The Department reserves the right to charge the Customer when such test shows the meter to be correct within 2%.

15. The Customer shall so maintain and operate its electric equipment and apparatus as not to endanger or interfere with the service of the Department. Electric meters are the property of the Department. No one but authorized Department personnel shall cut and open the Department padlock seal on a meter, remove and install a meter, install jumper pieces or other bypassing devices, remove or install sleeves, change the meter registration, or tamper in any way with the electric meter. Meters damaged accidentally or otherwise will be replaced at the expense of the Customer or property owner where the meter is located. When a meter is found to be tampered with, service to that meter will be disconnected. To have service restored, the Customer must first pay a \$ 25.00 (Fees subject to change with RMLP Board approval) reconnection fee, payable in cash to the Department. In addition to charges for electricity used, but not metered as a result of the tampering, all costs attributable to investigation of the tampering, calculation of amounts owed and any other administrative costs will be charged to the Customer. All instances of meter tampering will be reported to the Police Department for investigation and prosecution. To restore service after it has been disconnected, application must be made in person at the Department's offices. In addition to the fees and any fines for tampering, a deposit will be required, equal to three months' average consumption on the premises in question. Service will be reconnected within 24 hours after payment of the aforementioned fees and deposit, only if the matter has been resolved to the satisfaction of the Department.

16. Whenever the Department determines that an unauthorized and unmetered use of electricity is being made on the premises of a Customer, the Department may, at the Customer's expense, make such changes in the location of its meters, appliances and equipment on said premises as will, in the opinion of the Department, prevent such unauthorized and unmetered use from being made.

#### Payment of Bills - Remedies, Security

17. All bills shall be due and payable upon receipt. However, bills rendered to residential customers shall not be due for purposes of terminating service for non-

payment, until 45 days from the date of receipt, consistent with the provisions of 220 C.M.R. 25.01 *et seq.*

18. When a bill is rendered to a non-residential Customer other than the Commonwealth or a political subdivision thereof on a monthly basis and is not paid within 25 days after the date of receipt, interest at the rate of 1-1/2% per month will be charged on the unpaid balance, including any outstanding interest charges, from the date of receipt until the date of payment. When a bill is rendered to a non-residential Customer on a bi-monthly basis or to the Commonwealth or a political subdivision thereof (except to the extent prohibited by law) on either a monthly or a bi-monthly basis and is not paid within 55 days after the date of receipt, interest at the rate of 1-1/2% per month will be charged on the unpaid balance, including any outstanding interest charges, from the date of receipt until the date of payment. For purposes of this paragraph the date of receipt of a bill by a Customer shall be presumed to be three days following the date of mailing, unless the bill is delivered rather than mailed, in which case the date of receipt shall be the same as the date of delivery.

19. Subject to the provisions of Paragraph 16, the Department shall have the right to discontinue its service on due notice and to remove its property from the premises in the event the Customer fails to pay any bill due the Department for each service, or fails to perform any of its obligations to the Department. After such discontinuance, a reconnection charge may be made by the Department for restoration of service.

20. The Department may require a deposit of cash as security for the prompt payment of any indebtedness for: (a) any new Customer; (b) any present Customer requesting service at a new location if service to the Customer, under the same or any other name, was lawfully terminated for non-payment during the preceding 18 months; or (c) from any present non-residential Customer, at any time and for any reason. The deposit required will not exceed the equivalent of three months' average use.

21. Each month, the Department will credit to the Customer's account, interest on all cash deposits held for more than six months, at a rate which shall be revised annually, equal to yields on Treasury securities at constant, fixed maturity 1-year rate as published by the Federal Reserve System and as established 12 months ending December of the prior year, which shall be adjusted annually, or as otherwise permitted by law.

22. A \$ 25.00 fee shall be charged to the Customer for each check presented to the Department for which there are insufficient funds to honor the check. This fee shall be applicable only where the check has been dishonored after being deposited for a second time.

#### Rate Schedules - Changes

23. Any changes in the application of rate schedules, at the request of a Customer, shall be implemented in accordance with the Department's tariffs; provided however, that

rate changes requested by Customers shall not be applied retroactively to the Customers' service.

Pursuant to M.G.L. c.164, Section 58, the Department's rates and terms and conditions are subject to change with proper customer notification per DPU regulations.

#### Measurement of Electricity - Billing Period

24. Meters of either the indoor or outdoor type shall be installed by the Department at locations to be designated by the Department. The Department may at any time change any meter installed by it. The Department may also change the location of any meter or change from an indoor type to an outdoor type, provided that the cost of the change shall be borne by the Department except when such change is pursuant to the provisions of Paragraph 15. If more than one meter is installed, unless it is installed at the Department's option, the Monthly Charge for Service delivered through each meter shall be computed separately under the applicable rate.

25. Whenever reference is made to "month" in connection with electricity delivered, service furnished, or payments 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.

26. Holidays applicable to the Department's tariffs are as follows on the dates that they are observed in the Department's service territory:

New Year's Day, Martin Luther King, Jr. Day, President's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and the following day, and Christmas.

#### Auxiliary and Temporary Service

28. Service supplied by the Department shall not be used to supplement or relay, or as a standby to any other service, unless the Customer shall make such guarantees in respect to the payment for such service as shall be just and reasonable in each case. Service cannot be resold. Where such service is supplied, the Customer shall not operate its plant in parallel with the Department's system without the consent of the Department, and then only under such conditions as the Department may specify from time to time.

29. Temporary service is service which will not continue for a sufficient period to yield the Department adequate revenue at its regular rates to justify the expenditures necessary to provide such service. The Department may require a Customer requesting temporary service to pay the full amount of the estimated cost of installing and removing the requested connection, in advance of the installation of the connection by the Department. In addition, the Customer will be required to make payments for electricity at the regular rates.

30. The Department may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be no longer than is necessary for the demonstration and must be specified in an agreement with the Customer.

### Liabilities

31. Whenever the integrity of the supply of electric service may be threatened by conditions on the Department's system or on a part or parts of the transmission and/or distribution system with which the Department is interconnected, the Department, in its sole judgment, may curtail or interrupt electrical service to the Customer and such curtailment or interruption shall not constitute default by the Department. The Department shall not be responsible for any failure to supply electric service nor interruption or abnormal voltage of the supply, or any damage resulting from the restoration of service, if such failure, interruption, abnormal voltage, or damage is without willful default or gross negligence on its part.

32. The Department shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, outage, discontinuance or reversal of its service, due to causes beyond its immediate control whether due to accident, labor difficulties, condition of fuel supply, the attitude of any public authority, or failure to receive any electricity for which in any manner 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 a supply of electricity, or inability for any other reason to maintain uninterrupted and continuous service.

33. The Department shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Department's appliances and equipment on the Customer's premises. In any event, the Department shall not be liable in contract, in tort (including negligence under M.G.L. c.258 and M.G.L. c.93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the Customer or other economic harm.

34. 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.

35. The Customer assumes full responsibility for the proper use of electricity



furnished by the Department 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 the Department's property.

The Customer shall indemnify and save harmless the Department from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgments 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 any requirements for service were such failure creates safety hazards; or (3) the customer's improper use of electricity or electric wires, cables, devices, or appurtenances. Except as otherwise provided by law, the Department shall be liable for damages claimed to have resulted from the Department's conduct of its business only when the Department, its employees or agents have acted in a grossly negligent, or intentionally wrongful manner.

36. 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 the provisions of Rates, Terms and Conditions and any requirements for service or any supplementary or special agreement entered into with the Department, subject to any applicable billing and termination procedures of the Massachusetts Department of Public Utilities. The Department may also discontinue service and remove its equipment from the Customer's premises in case of violation of any general laws, local ordinances or by-laws, or government regulations. The Department may assess an Account Restoration Charge upon such discontinuance of service.

Effective: June 11, 2013