

Adopted by the Municipal Light Board on October 30, 2024

WELLESLEY MUNICIPAL LIGHT PLANT GENERAL TERMS AND CONDITIONS FOR RETAIL ELECTRIC SERVICE

I. APPLICABILITY

The following Terms & Conditions of the Wellesley Municipal Light Plant (“WMLP”) 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contracts permitted by these Terms & Conditions, except as may be expressly modified by a particular Rate Schedule or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”).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 WMLP (“Customer”) and compliance therewith by the Customer is a condition precedent to the initial and continuing supply of electricity, as applicable, by WMLP. 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 WMLP is authorized to modify, change, or waive any of these Terms and Conditions by oral or written 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 WMLP Light Board. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service also shall be subject to WMLP’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.** WMLP shall be the exclusive electric service provider in its electric service territory. All Customers receiving electric service from WMLP or within WMLP’s electric service territory shall be prohibited from purchasing energy from any other entity or person. All Customers within WMLP’s electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with WMLP’s express written consent, which may be withheld by WMLP 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 WMLP. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. WMLP may request any information as it deems necessary to secure payment for all charges and to provide appropriate, efficient and reliable service.

In addition, for non-residential accounts, WMLP 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: WMLP 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 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. WMLP 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: WMLP 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. WMLP 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, 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 on an annual basis in accordance with applicable laws or regulations.
4. Waiver: WMLP may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means or by submitting a letter of good standing from a prior utility. Waiver of the security deposit shall not preclude WMLP from subsequently requiring a security deposit as provided herein, as WMLP deems necessary to secure payment of charges.

5. Security Deposit Policies: WMLP may adopt policies governing the collection of security deposits to the extent such policies or practices are consistent with these provisions and applicable laws and regulations.

D. **SERVICE CONTINGENT UPON CERTAIN RIGHTS.** The supply of service is contingent upon WMLP'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 WMLP to enable WMLP 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 WMLP evidencing WMLP's right for the permanent installation of its facilities on private property. WMLP, 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 WMLP's electric facilities required to provide service to the Customer if the requisite property rights are not acquired or maintained.

E. **REFUSAL TO SERVE.** WMLP 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 WMLP, financial or otherwise. WMLP also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to WMLP's other Customers. As a condition to providing or continuing service, WMLP may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by WMLP, at the Customer's sole expense.

F. **REJECTION FOR UNPAID BALANCE.** WMLP 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 WMLP's discretion, WMLP 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 existing overhead service or new installations when permitted: 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 WMLP. For underground service: Except for the meter, the Customer is responsible for the installation of all equipment, conduits and meter socket. WMLP, at the customers expense, will install the underground service wire up to either the point of attachment on a utility pole or the point of attachment in a manhole, as applicable and as determined by WMLP. If the customer requests to install the service conduit directly into the basement with no LB the customer will be responsible for the providing the conduit and installing the service conductors. The customer will also own the service conduits and conductors in this scenario and be responsible for maintenance and replacement costs. The Customer's wiring and electrical equipment shall comply with all applicable bylaws, state and National Electric Code, local codes or requirements, the National Electric Safety Code, and WMLP'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. WMLP will refuse to provide service until the Customer's wiring has been approved for energization or if WMLP determines that the Customer's installation does not comply with applicable requirements. Unless otherwise authorized by WMLP in writing, WMLP shall make the final connection of the Customer's wiring to WMLP's distribution system.
- B. **EXTENSION OR MODIFICATION OF DISTRIBUTION SERVICE.** The extension of service and/or the modification of existing service shall be subject to WMLP's requirements and specifications and shall be made at the Customer's expense. WMLP may require the execution of a separate construction agreement to address major or unusual new or modified service installations, as determined by WMLP, 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 WMLP, 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 WMLP's actual costs for labor and materials, including engineering and design, attributable to the Customer.
- C. **CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS.** WMLP reserves the right to impose any Customer-specific engineering requirements or specifications, as WMLP, 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 WMLP's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.

- D. **EQUIPMENT.** WMLP 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 WMLP 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 WMLP's inspection and written approval. WMLP may suspend or disconnect service if the Customer's installation initially or subsequently fails to satisfy applicable or otherwise applicable codes, standards or WMLP's requirements or specifications.
- F. **OWNERSHIP OF EQUIPMENT AND FACILITIES.** All meters, and all overhead equipment and facilities up to the point of attachment, whether installed by the Customer or WMLP, shall be owned by WMLP. The point of attachment typically will be the house knob and service connections. For underground service, WMLP shall own and maintain the service lateral from the line side of the meter socket to the WMLP distribution system. Unless otherwise designated by WMLP in writing, except for WMLP's meters and transformers, all equipment and facilities on the Customer's premises after the point of attachment, including the service drop attached to the side of the house that feeds into the meter socket, whether installed by the Customer or WMLP, 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. Repairs or replacements of WMLP- owned equipment and/or facilities regardless of location shall be performed only by WMLP unless WMLP provides its express written consent in advance. Provided however, WMLP will maintain its transformers no expense to its customers.
- 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 WMLP's requirements and specifications. Service upgrades shall be the responsibility of the customer and will be responsible, at its expense, for any and all cost. WMLP 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.

H. **EQUIPMENT PREMIUMS.** When WMLP is responsible for the cost of transformers, switchgear or other equipment required to serve the Customer, the Customer shall reimburse WMLP for any premiums or difference in costs incurred by WMLP to meet the schedule or special service requirements of the Customer.

IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

A. **LOAD CHARACTERISTICS.** WMLP will determine the character of service to be made available at each location. As provided in Section II.E, WMLP may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect WMLP's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of WMLP personnel, or require the installation of regulating equipment, as determined by WMLP in its sole discretion. The Customer shall notify WMLP in writing, in a format approved by the WMLP, 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 WMLP's written approval, including any damage to WMLP'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 WMLP, as determined in WMLP's sole discretion, and at the sole expense of the Customer. Temporary service will be supplied at the Customer's sole expense and subject to WMLP's specifications and requirements. 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 WMLP and shall, at all times, conform to the requirements of any legally constituted authorities, industry standards and safety codes, and to those of WMLP,

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 WMLP to its other Customers. WMLP 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 WMLP have any duty to investigate the same. However, WMLP 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 WMLP's requirements or specifications. The Customer shall be liable for any loss or damage resulting to WMLP'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. WMLP 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 WMLP 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 – ONSITE FACILITIES.** (a) The Customer shall contact WMLP prior to installing any generating facilities, including standby generation and cogeneration facilities at the service location. The Customer must own or lease such generating or cogeneration facilities. Third party ownership arrangements in which the output is sold to the Customer are prohibited.
(b) The Customer shall not operate any generating or cogeneration facilities in parallel with WMLP's system without the express written consent of WMLP. If consent is provided, such parallel operation shall be subject to WMLP's interconnection requirements and specifications, as may be in effect from time to time. Net metering service, if offered, shall be subject to separate terms and conditions. In its discretion, WMLP may enter into agreements for purchase of energy produced from a Customer facility upon such terms and conditions as WMLP deems to be in its best interests.

(c) Service shall not be used to supplement or relay or as a standby to any other service without WMLP's express written consent. WMLP may require a payment guarantee and impose such terms and conditions determined by WMLP to be reasonably necessary as a condition to providing its consent.

H. UNBALANCED LOAD. The Customer shall at all times utilize energy in such a manner that the load will be balanced between phases to within 10% of one another. WMLP reserves the right to require that the Customer make necessary changes at its expense to correct the unbalanced condition.

V. INSTALLATION, ACCESS, AND PROTECTION OF WMLP'S EQUIPMENT AND METERS

A. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, WMLP will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. WMLP shall specify the type of meter that will be furnished and installed in its sole discretion. WMLP may change the location or the type of meter at any time. All meters installed by WMLP shall remain the property of WMLP, regardless of whether such meter is repaired or replaced by WMLP at the Customer's expense as provided herein. WMLP 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 WMLP's specifications. WMLP 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 WMLP determines that unauthorized use of electricity is being made at the service location, WMLP 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 WMLP, 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 WMLP. If the Customer refuses or fails to do so, WMLP, 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 WMLP's specifications and approval.

D. **ACCESS TO WMLP'S EQUIPMENT AND METERS.** At all times, the meter and all other WMLP equipment installed on or in the Customer's premises for the purposes of supplying service to the Customer or other customers, shall be readily accessible to WMLP authorized personnel and contractors for reading, inspection, repairs, replacements, and testing. Access to WMLP's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. WMLP may refuse to supply or may suspend service if access cannot be readily or safely obtained, as determined by WMLP in its sole discretion. The Customer shall not permit access to WMLP's meters and equipment except to authorized personnel of WMLP.

E. **GRANT OF RIGHTS.** The Customer hereby gives WMLP permission to access the Customer's premises at all times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing WMLP's meters, equipment or appliances required to provide service to the Customer and WMLP'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, WMLP will endeavor to provide prior notice. If access is refused or is otherwise not provided, WMLP 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 WMLP 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. WMLP 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 WMLP in writing, shall disconnect, remove, inspect, or otherwise alter any meter or other equipment or facilities owned by WMLP. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to WMLP's meters or equipment. Such activity shall result in fines and/or termination of electric service to premise.

G. **RELOCATION OF METERS.** Upon request, WMLP will temporarily relocate meters to accommodate construction projects at the service location. The Customer shall be responsible for the safekeeping of WMLP's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith. WMLP reserves the right to require service relocation to be located underground at its discretion at the customer's expense.

H. **PROTECTION OF EQUIPMENT, REMEDIES, AND LIABILITY.** WMLP 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 WMLP's meters and/or equipment. The Customer shall be responsible for all costs associated with any loss, damage, or interference with WMLP'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 WMLP in its sole discretion. The Customer shall be responsible for any loss, damage, or interference to WMLP'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. WMLP will include the charges for repairs or replacements of facilities and equipment for which the Customer is responsible on the Customer's electric bill. WMLP 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 WMLP 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.** Except for multi-unit buildings, in general, one electric service shall be installed per building. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be metered individually wherever practicable and shall have separate accounts. 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 WMLP, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. WMLP 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, electric vehicle chargers, solar array, energy storage devices, 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. WMLP 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 WMLP 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 WMLP in writing. WMLP 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 WMLP caused by the changed conditions or installation made without WMLP's express prior approval. WMLP 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 WMLP.
- D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for WMLP to relocate any of its poles, wires, cables or equipment by which the Customer is served, WMLP, 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 WMLP. It is within WMLP'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 WMLP-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.
- F. NOTICE OF SERVICE ISSUES. The Customer shall notify WMLP immediately of any service issues, defects, or accidents affecting the supply of electricity or WMLP's property. Notice initially may be made verbally but shall be confirmed in writing.

VII. RATES, CHARGES AND BILLING

- A. RATE. WMLP will determine the rate applicable to each Customer based upon such Customer's usage or class of service. Certain rates may be subject to minimum service terms. Every Customer is entitled to request service under the lowest rate

applicable to the service supplied during each calendar year. For rates without specific term requirements, 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 WMLP requesting a change in rate prior to expiration of the twelve-month period. WMLP may allow a rate change in its discretion. WMLP 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.** WMLP'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 the 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 WMLP 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. WMLP may require payment in advance for such work.
- D. **BUDGET AND PAYMENT PLANS FOR RESIDENTIAL CUSTOMERS.** WMLP offers a payment plans to qualified residential customers in accordance with 220 CMR 25.02. Customers seeking to establish a payment 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 WMLP to complete and submit a "hardship form" and set up a payment plan. WMLP may terminate the payment 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 WMLP 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, sent electronically via email at the customer's request 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 WMLP 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 WMLP. 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, WMLP 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.** WMLP reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to WMLP's equipment or facilities, whether on or off the Customer's premises. WMLP 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 WMLP deems that an emergency exists. However, nothing in this Section shall be deemed to require WMLP to make any such repairs, replacements or changes, at times other than WMLP's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.
- B. **NON-COMPLIANCE.** WMLP 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 WMLP, including non-payment of charges when due, or if the

equipment and apparatus of the Customer interferes with WMLP's system or service to WMLP's other Customers.

C. **REASONS OF SAFETY OR FRAUD.** WMLP 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 WMLP's workers; and/or
- b. If necessary to protect WMLP from fraud or theft.

D. **CAUSES BEYOND WMLP'S CONTROL.** WMLP may discontinue or suspend service and remove any WMLP equipment which, in the opinion of WMLP, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond WMLP's reasonable control.

E. **AS PERMITTED BY DPU REGULATIONS.** WMLP 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 WMLP PROPERTY.** WMLP 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 WMLP endeavors to furnish adequate and reliable service, WMLP does not guarantee continuous service or warrant that service will be free from interruptions or defects. WMLP hereby disclaims 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. WMLP 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, WMLP shall not be liable for such condition except to the extent that such condition is caused solely by WMLP's gross negligence or willful misconduct. In no event shall WMLP be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. WMLP 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, WMLP 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, WMLP 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.** WMLP 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 WMLP's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does WMLP 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. WMLP 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 WMLP's service, conductors, appurtenances or other equipment on the Customer's premises.
- C. **OTHER EVENTS.** Notwithstanding the foregoing limitations, WMLP 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 WMLP 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, WMLP 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 WMLP 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
WMLP PRICING SCHEDULE

SERVICE HOOK UP FEES DURING NON-BUSINESS HOURS

Fee will be based on time and materials plus overheads and provided upon request for work outside the normal business hours of 7:30 AM- 2:30 PM, Mon-Fri except holidays.

RECONNECTION & DISCONNECTION FEES

Reconnection Fee (at the meter)

7:30 AM – 2:30 PM, Mon.- Fri. except weekends & holidays	\$100
2:30 PM – 7:30 AM, Mon.- Fri. except weekends & holidays	\$200
Weekends	\$300
Holidays	\$400
Broadband	\$75
Reconnection Fee (at the pole) except weekends & holidays	\$200

200 AMPS, SECONDARY VOLTAGE

\$25/ft 1/0 AWG going on triplex standard then time and materials for more involved projects.

GREATER THAN 400 AMPS AND GREATER OR PRIMARY VOLTAGE [

Each project will be designed and a project cost will be issued based on a time and materials basis.

TEMPORARY ELECTRIC SERVICE

Requires a one time, **non-refundable fee and a refundable security deposit** and must accompany the application. Service will be scheduled after WMLP receives approval from the Building/Inspections Wiring Inspector. The fee and deposit also cover switching from temporary service to permanent service after the Wiring Inspector gives final approval. Separate checks required.

Installation fee (service wire/self contained meter.)	\$750.00 non-
refundable Installation fee if more than above	Price Quoted by
WMLP	

Returned Check Fee. WMLP may charge a minimum fee of \$100 for each returned check. WMLP, at its option, may charge to the Customer the actual costs incurred by WMLP for each returned check.

Meter Tests/ Changes. The Customer shall pay a \$75 fee for meter testing. The fee will be refunded if the meter is found to be inaccurate.

Broken Meter Seal. Customers will be charged a \$75 service fee if the meter seal is found to be broken.

*All fees are subject to change without notice.

Appendix B – Specifications and Technical Requirements