



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

M.D.P.U. No. 98

**I. APPLICABILITY**

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or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”).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

These Terms and Conditions, and any amendments thereto, are binding on every Customer regardless of whether they have actual notice of them and 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 and shall be binding on all Customers.

**II. GENERAL REQUIREMENTS**

**A. INITIATING 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 AND INFORMATION - Any person seeking to initiate temporary or permanent service or to change or restore service shall complete and sign a written application on such forms provided or specified by PMLD. The application shall be accompanied by proof of identity satisfactory to PMLD, including positive photo identification, and proof of legal residence and right to initiate service (deed, rental agreement or a letter from the property owner). The Customer shall be responsible for the payment of all applicable fees at the time of the 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. A completed application with all required documentation and payments must be received before service is to be commenced or restored.

In the absence of a customer of record at any address, if a person begins to use service without first notifying PMLD, in person, and allowing PMLD to read the meter, such person shall be considered a customer and held financially responsible for the amount

due for service from the date on which the previous customer terminated service or the date on which such person first began to take service. PMLD will calculate this amount based on reasonable verification of the date on which such person became a customer. Once PMLD finds use by a non-customer, PMLD will terminate service until the new customer completes an application and pays for the calculated use and any applicable fees.

3. SECURITY DEPOSITS – Tenants, both residential and commercial, are required upon application for service 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 prior tenants highest 3 months on usage or the best information 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 shall be maintained for the full term of service. Interest on security deposits shall be generated monthly and credited to the Customer's account. Upon termination of service, the security deposit will be applied to the final bill and any unused portion will be returned to the Customer. It is the obligation of the Customer to notify PMLD of any new address to which such refund should be forwarded. Any outstanding balance not covered by the security deposit, is the responsibility of the tenant. PMLD will pursue collections by any means possible allowable by the law and regulation.
4. 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.
5. CONTINGENT UPON 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, pipes, mains, 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 the 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.
6. REFUSAL TO SERVE - PMLD reserves the right to refuse to supply service to new Customers or to supply additional load 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 which might 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.

## **B. INSTALLATION, 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.
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 any 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. PMLD may refuse to supply, may estimate billing based on historical usage patterns, or may suspend service if access cannot be readily 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.

### C. METER TAMPERING/THEFT OF SERVICE

1. INTERFERENCE AND TAMPERING PROHIBITED - No person, unless expressly authorized by PMLD in writing, shall disconnect, remove, inspect or otherwise tamper with any meter or other equipment or facilities owned by the PMLD. The Customer shall not break any seals or change any settings to PMLD's meters or equipment. Upon request, during normal business hours and based on staff availability, 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. 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. The customer shall be responsible for all costs, including legal fees and expenses, associated with enforcing the terms of this provision.

**In no case shall any person who is not authorized by PMLD jumper the service or otherwise tamper with any PMLD metering equipment.**

2. THEFT OF ELECTRICITY- Diversion of electrical energy by any method or device used by any person that prevents the electric meter from properly registering the quantity of electricity supplied by PMLD is consider theft. PMLD prohibits any authorized connections to obtain unmetered electric service and considers this a theft of electric service punishable as a crime in Massachusetts. Where there is evidence of meter tampering or theft of electricity with intent to avoid a lawful charge for electricity by themselves or another person, such person or persons responsible shall be liable for prosecution under penalty of law. In addition to being responsible for all unbilled electricity consumed as a result of the energy theft, the customer shall be

responsible for all costs, including legal fees and expenses, associated with enforcing the terms of this provision.

Under MGL, the applicable sections dealing with theft of electrical energy are Chapter 164, sections 127 and 127A; Chapter 266 Section 30; and Chapter 266 Section 127 appendix D.

3. REINSTATEMENT OF ELECTRICITY- If service has been suspended or discontinued due to meter tampering or theft, service will not be restored until all payments for: adjusted electric service consumption (as determined by the PMLD General Manager), all service call charges, labor, replacement parts, disconnection and reconnection fee are made. Service will only be restored during normal regular working hours, Monday through Friday except in the case of an emergency.
4. CUSTOMER PAYMENT LIABILITY- Discontinuation of service from the PMLD shall not release the Customer from liability for payment of service already received or from liability from payments that thereafter become due under the Customer's contract.
5. CUSTOMER RESPONSIBILITY- The Customer(s) whose name is on the service application is responsible for all charges. That Customer is also responsible for any rules or requirements violations that occur regarding electric service to that property.
6. PMLD LIABILITY DUE TO SERVICE DISCONNECTION- PMLD shall not be liable for any loss or damage resulting from the discontinuance of service.
7. COURT AND ATTORNEY'S FEES- In the event any Customer fails to pay PMLD any service fee or charge, the Customer(s) shall pay all costs of collection including court costs and attorney fees incurred in collection of the sums by PMLD.

#### **D. RATES, CHARGES AND BILLING**

1. RATE - PMLD will determine the applicable rate based upon the 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.
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 the effective date. Rate schedules are published on our website.
3. BILLING - All meters shall be read every 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. 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 residential 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. If a bill for a commercial or industrial customer is not paid in full within thirty-one (31) 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.
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 Landlord agrees to pay for the charges until a new Customer-of-record is established.
6. 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 generate a bill for the unbilled charges. The bill will be based on the actual use (if available) or estimated use based on historical usage patterns of the Customer (if available) or similar Customer actual usage (if actual meter readings are not available), at the applicable rate(s) for service during the period of unmetered or unbilled use.
7. COMMERCIAL TAX-EXEMPT STATUS - Customers who wish to claim a tax exemption or a tax exemption for small business energy use are required to submit completed Massachusetts Department of Revenue forms by December 31 for the subsequent tax year. As of January 1, 2019, small businesses should apply online for an exemption certificate through the Department of Revenue's MassTaxConnect application rather than submitting a Form ST-13 to PMLD. The DOR will notify us of your status.
8. ADDITIONAL FEES AND CHARGES:

**Meter Connection Fees:** The meter connection fees include the standard installation

of a meter and must be paid prior to the service being connected. Additional fees may be required if extra labor and materials are necessary. This is determined by the General Foreman and can be found in PMLD's Electric Service Policies and Specifications.

**New Residential/Commercial:** \$300

**Temporary Service:** \$300

**Solar:** \$200

**Disconnection Fee at the Customers Request:** The Customer will be charged a fee of \$45 for services disconnected at the meter, overhead or underground, during regular business hours. Overtime fees will apply if the action to disconnect must happen outside regular business hours. There will be no fee charged to a Customer who requests that their service be disconnected and reconnected within the same day so long as they are performed during normal business hours. Requests outside of normal business hours will be charged overtime fees.

**Meter Reconnection Fee at Customer's Request.** A fee of \$45.00 shall be charged when a customer requests that services at the meter, overhead or underground, be reconnected during regular business hours. Overtime fees will apply if the action to reconnect must happen outside regular business hours.

There will be no fee charged to a Customer who requests that their service be disconnected and reconnected within the same day so long as they are performed during normal business hours. Requests outside of normal business hours will be charged overtime fees.

**Reconnection Fees for Non-Payment:** A reconnection fee of \$50.00 shall be charged to restore service at the meter during normal business hours (weekdays, excluding bank holidays between the hours of 8 am and 2:30 pm) after disconnection for non-payment or for non-compliance with these Terms and Conditions or applicable rate schedule. For service at the pole during normal business hours, a reconnection fee of \$100.00 shall be charged. Outside of normal business hours, the fee for reconnection at the service meter shall be \$200, and \$380 for service reconnection at the pole.

Upon termination and prior to reconnection, delinquent accounts are required to pay the entire outstanding balance plus the reconnection fee. If a Customer is unable to pay the entire balance, the customer must pay at least 40% of the outstanding balance including the reconnection fee and the customer must set up a payment plan to satisfy the remainder of their balance.

**Reconnection Fee for Tampering or Theft:** A fee of \$500 will be charged for meter reconnection. All other fees as outlined in Section C Meter tampering/Theft of Service must be paid before restoration of service.

**Meter Test at Customer Request:** The Customer shall pay a \$50 fee for meter testing. The fee will be refunded if the meter is found to be inaccurate. A meter will

be deemed inaccurate if it registers more than two percent (2%) above or below the standard measure approved by the MDPU.

**Late Payment Fee:** 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, may bear interest on any unpaid balance, including any outstanding interest charges, at a rate equal to the lower of (i) 1.25% per month and (ii) the maximum rate allowed by law, from the date that the bill was considered past due.

**Returned Check Fee:** PMLD will charge a minimum fee of \$25 for each returned check. PMLD, at its option, may charge to the Customer the actual costs incurred by PMLD for each returned check.

Residential customers having three (3) personal checks returned for insufficient funds in one (1) year must make payments using cash, check or money order for one (1) full year.

Commercial customers having two (2) business checks returned for insufficient funds in one (1) year must make payment using cash, bank check or money order for one (1) full year.

**AutoPay Rejects:** PMLD will charge both residential and commercial customers, a fee of \$25 for any AutoPay rejections. AutoPay customers will be removed from AutoPay after the third offense.

## E. SERVICE REQUIREMENTS AND LIMITATIONS

1. 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 General Manager of PMLD, as determined in PMLD's sole discretion, and at the sole expense of the Customer.
2. 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.
3. 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 service supplied for any purpose or with any apparatus which would cause any disturbances, or which 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. Provided 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 this Section.

4. 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.
5. 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. A Customer may furnish electric energy for the use of a tenant/tenants or occupants, provided that the Customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure any of the electric energy so redistributed or furnished. The Customer is responsible for payment of all electricity consumed.
6. QUALITY OF SERVICE INVESTIGATION - Complaints regarding service interruption or quality of service will be investigated by PMLD staff without charge to the Customer.

## **F. 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. Provided 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, or if the equipment and apparatus of the Customer interferes with PMLD's system or service to PMLD's other Customers. In addition, PMLD may report details concerning an unsafe condition to the local authorities including the fire department, police department, wire and/or building inspector.

3. REASONS OF SAFETY OR FRAUD - PMLD may suspend or discontinue service without prior notice in the following situations:
  - i. 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
  - ii. 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 and appliances upon termination or discontinuance of service. Such appliances 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.

## **G. 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. ENTERING THE HOME- PMLD employees are prohibited from entering a customer's home.

### **III. ADDITIONAL PROVISIONS APPLICABLE TO ELECTRIC SERVICE**

#### **A. RESTRICTIONS**

1. EXCLUSIVE SERVICE PROVIDER - PMLD shall be the exclusive electric service provider in its service territory. Any resident or Customer within PMLD's electric service territory shall be prohibited from purchasing energy from any other provider. Any resident or Customer 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.

## B. SERVICE REQUIREMENTS AND INSTALLATIONS

1. LOAD CHARACTERISTICS - PMLD will determine the character of service to be made available at each location. PMLD may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that might 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 the 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 the PMLD's written approval, including any damage to PMLD's meters, transformers, lines, or other equipment.

2. NEW SERVICE INSTALLATIONS

**Overhead Service:** For new overhead electric service, PMLD will furnish and install cable to the point of attachment at the customer's service entrance. The Customer will be billed the actual costs of labor and materials required to make the connection. PMLD will provide an estimate of the costs. The Customer shall pay the estimated costs in full before PMLD commences the work. The costs will be adjusted upon completion. The Customer is responsible for the installation of all wiring on the customer's premises to the point of entrance, as specified by PMLD. The Customer's wiring and electrical equipment shall comply with all applicable town 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. 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.

**Underground Service:** For new underground electric service, the Customer, at its sole cost, shall be responsible for providing and installing all conduits, conductors, pull boxes and terminal box according to applicable electric codes and PMLD specifications. All such installations shall be subject to PMLD's inspection and approval. All trenches must follow PMLD's specifications. PMLD will make the final connection at no additional charge.

2. EXTENSION OF DISTRIBUTION SERVICE- The extension of new service shall be subject to PMLD's requirements and specifications and the Customer's expense. 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 the service, the Customer may be required to pay all or a portion of the cost of such

system-wide improvements. Such charges shall be based on PMLD's actual costs of labor and materials including any engineering or design if needed.

3. ADDITIONAL 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 its other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply. PMLD or its outside engineer will prepare any engineering plans required by PMLD at the Customer's sole cost.
4. OWNERSHIP OF EQUIPMENT AND FACILITIES - All equipment and facilities up to the delivery point, whether installed by the Customer or PMLD, shall be owned by PMLD.
5. MULTIPLE DWELLING UNITS AND BUILDINGS - Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered as separate Customers, whenever practicable. If a residence is converted to multiple units, or for some other reason it becomes impracticable in the judgment of PMLD to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or commercial service rate. Customers who wish to use a single meter to measure total consumption shall bring wiring to a central point. The wiring and location of the central point shall be subject to PMLD's approval. PMLD 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.
6. TEMPORARY SERVICE - Temporary service only will be supplied by PMLD at the Customer's sole cost. Such costs, which shall be payable in advance, shall include all installation and removal costs for labor and materials, plus an additional non-refundable \$300 fee.
7. 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.
8. SUBDIVISIONS- PMLD will supply (at the expense of the developer) any required transformers, rider poles, light poles, street lighting and any other materials as

required by PMLD and make the final connection for utility service. The subdivision developer will be responsible for trenching. Trenches must be inspected by a PMLD employee before backfilling. With prior authorization from PMLD, the developer may purchase and install transformer pads and ground grids.

Underground distribution will be installed in all new residential subdivisions. It will be the responsibility of the developer and/or property owner to provide adequate lot line and grade markers and obtain proper easements required to receive electric service. The developer and/or property owner shall also pay for the installed cost of the infrastructure which shall include an adequate amount of street lighting as determined by PMLD. Plot plans must be submitted to PMLD prior to construction for electrical layout and design. No service will be provided without PMLD approval.

### **C. CUSTOMER RESPONSIBILITIES**

1. PROTECTION OF CUSTOMER EQUIPMENT AND APPLIANCES - The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics or similar devices can be extremely sensitive to power system transients or loss of voltage. The Customer is solely responsible for the protection of its equipment and appliances and should consult the equipment manufacturer for suitable devices to protect against these conditions. 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 his 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. 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 PMLD approves such in writing. PMLD may request any such 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.

**IV. POLES**

1. UNAUTHORIZED ATTACHMENT TO POLES- PMLD forbids the unauthorized attachment of any flags, banners, signs, etc. to any of its poles. Hanging placards, political posters or advertising materials is forbidden. No privately-owned lighting may be placed on any poles. PMLD reserves the right to remove any such unauthorized attachments without notice and dispose of the removed items in an applicable manner.

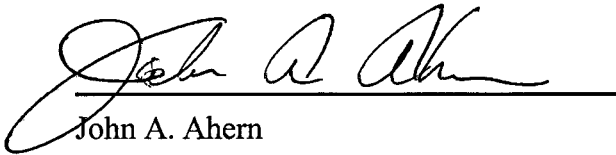


Tara L. Rondeau, General Manager

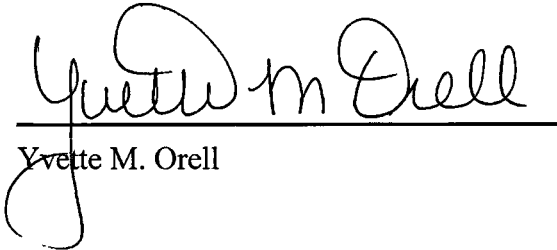
**PAXTON LIGHT COMMISSION**



Emerson W. Wheeler, III



John A. Ahern



Yvette M. Orell