

**North Attleborough Electric Department
GENERAL TERMS AND CONDITIONS
FOR ELECTRIC SERVICE
Effective November 1, 2017**

File: policy - Terms & Conditions, approved by BOELC, FINAL, 10-4-17, 10-13-17, 10-17

I. APPLICABILTIY

1. The following Terms & Conditions of the North Attleborough Electric Department ("NAED" or "Department") 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or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities ("DPU").
2. 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 NAED ("Customer") and compliance therewith by the Customer is a condition precedent to the initial and/or continuing supply of electricity, as applicable, by NAED.
3. 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 NAED is authorized to modify, change or waive any of these Terms and Conditions by oral agreement, representation or otherwise.
4. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time only by a duly authorized vote of the Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service shall be subject to NAED's applicable policies, rules, regulations and specifications, to the extent not inconsistent with these Terms and Conditions.
5. The General Manager, or his/her designee, shall be responsible for the administration and enforcement of the Terms and Conditions set forth herein. Any failure to enforce any provision of these Terms & Conditions shall not constitute a waiver of these Terms and Conditions as provided in Article I, paragraph 3 and shall not relieve the Customer for compliance.

II. INITIATING ELECTRIC SERVICE

A. EXCLUSIVE SERVICE PROVIDER.

1. NAED shall be the exclusive electric service provider in its service territory.
2. All Customers within NAED's electric service territory shall be prohibited from purchasing energy from any other entity or person.
3. All Customers within NAEDs electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with NAED's express written consent, which may be withheld by NAED in its sole discretion, or upon order of the DPU.

B. SERVICE APPLICATION.

1. Any person or entity seeking to initiate temporary or permanent service or to change or to restore service shall complete and sign a written application on such forms provided or specified by NAED.
2. The Customer shall be responsible for the payment of all applicable fees at the time of application for service.
3. NAED may request any other information as it deems necessary to secure payment for all charges and to provide efficient and reliable service.

C. SECURITY DEPOSITS.

1. GENERAL

- a. Security deposits may be required for new and existing customers to secure payment for up to three (3) months of estimated usage of electric service, or as may be otherwise prescribed by M.G.L. c. 164 and regulations promulgated by the DPU.
- b. NAED may require any Customer, upon application for service or at any time, to furnish a security deposit in the form of cash, credit cards, debit cards or check.
- c. NAED 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.

d. Interest shall be paid in accordance with M.G.L. c. 164, § 58A, which will be credited on the next bill for electric service after December 31 of each year.

e. The balance of the security deposit, after deducting any amount owed to NAED for services rendered, will be refunded to the Customer upon the termination of the Customer's account.

f. NAED may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.

D. SERVICE CONTINGENT UPON CERTAIN RIGHTS.

1. The supply of service is contingent upon NAED's ability to secure and retain the necessary location(s), rights-of-way or other property rights for its poles, wires, conduit, cable, and other equipment or apparatus.
2. 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 NAED to install and furnish the service for which application is made.
3. NAED, 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.

E. REFUSAL TO SERVE.

1. NAED reserves the right to refuse to supply service to new Customers or to supply additional load or to upgrade service to any existing Customer if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service, or the difficulty of access thereto is such that it causes an undue hardship on NAED, financial or otherwise.
2. NAED also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to NAED's other Customers.
2. As a condition to providing or continuing service, NAED may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by NAED, at the Customer's sole expense.

F. REJECTION FOR UNPAID BALANCE.

1. NAED 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.
2. In NAED's discretion, NAED 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 NEW SERVICE AND SERVICE CONNECTIONS

A. CUSTOMER'S WIRING.

1. Except for the meter and the service drop, the Customer is responsible for the installation of all equipment and wiring on the Customer's premises to the point of entrance, as specified by NAED. The Customer's wiring and electrical equipment shall comply with applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and NAED's specifications and policies as may be established or amended from time to time. The Customer shall obtain written approval of the Town Wiring Inspector prior to the connection of new service.

1. NAED may refuse to provide service until the Customer's wiring has been approved for energization or if NAED determines that the Customer's installation does not comply with applicable requirements.

B. EXTENSION OF DISTRIBUTION SERVICE.

1. The extension of new service shall be subject to NAED's requirements and specifications and at the Customer's expense.

2. NAED may require the execution of a separate construction agreement to address major or unusual new service installations, as determined by NAED.

3. When system-wide improvements are required, as determined by NAED, 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 NAED's actual costs, including labor and materials, including engineering and design.

C. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS.

1. NAED reserves the right to impose any Customer-specific engineering requirements or specifications, as NAED, 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 NAED's other Customers.

2. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.

D. EQUIPMENT.

NAED 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 and personnel, including remote disconnect and current limiting devices.

E. CUSTOMER INSTALLATIONS.

1. When NAED 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 prevailing industry standards, and shall be subject to NAED's inspection and written approval.

2. Service shall not be connected to NAED's facilities until NAED's written approval is obtained. NAED may suspend or disconnect service if the Customer's installation subsequently fails to satisfy applicable codes, standards or NAED's requirements or specifications.

F. OWNERSHIP OF EQUIPMENT AND FACILITIES.

1. All equipment and facilities up to the delivery point, whether installed by the Customer or NAED, shall be owned by NAED.

2. All meters shall be owned by NAED.

G. REPLACEMENTS, REPAIRS, AND UPGRADES OF CUSTOMER EQUIPMENT AND FACILITIES.

1. The Customer shall be responsible, at its expense, for maintaining its equipment and facilities in good condition, in compliance with applicable codes, and in accordance with NAED's requirements and specifications.

2. NAED may suspend or disconnect service if Customer fails to comply with this provision.

IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

A. LOAD CHARACTERISTICS.

1. NAED will determine the character of service to be made available at each location.
2. As provided in Article II, Section E, NAED may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect NAED's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of NAED personnel, or require the installation of regulating equipment, as determined by NAED in its sole discretion.
3. The Customer shall notify NAED in writing, on a form approved by NAED, before any change or addition is made in the load characteristics of the Customer's equipment.
4. The Customer shall be liable for any damage caused by any such changes or additions made without NAED's written approval, including any damage to NAED'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 NAED, as determined in NAED's sole discretion, and at the sole expense of the Customer.

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.

1. The Customer's wiring, equipment and apparatus shall be suitable for compatible operation with the service supplied by NAED and shall, at all times, conform to the requirements of any legally constituted authorities and to those of NAED, and the Customer shall keep such wiring, apparatus, and equipment in proper repair.
2. 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 NAED to its other Customers.
3. NAED 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 NAED have any duty to investigate the same. However, NAED 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 NAED's requirements or specifications.
4. The Customer shall be liable for any damage resulting to NAED'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.

1. 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.
2. NAED 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.

F. RESALES PROHIBITED.

Service supplied by NAED shall be for the exclusive use of the Customer for the purpose and class of service specified, and such service shall not be resold.

V. INSTALLTION, ACCESS AND PROTECTION OF NAED'S EQUIPMENT AND METERS

A. INSTALLATION AND MAINTENANCE OF METER.

1. Unless otherwise specified herein or in an applicable rate schedule, at its expense, NAED will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied.

2. All meters installed by NAED shall remain the property of NAED, regardless of whether such meter is repaired or replaced by NAED at the Customer's expense as provided herein.

3. NAED shall maintain and test the meters in accordance with applicable laws or regulations.

B. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever NAED determines that an unauthorized use of electricity is being made at the service location, NAED 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, personnel and its installation. Any such changes shall be made at the Customer's sole expense.

C. SPACE AND HOUSING.

1. The Customer shall furnish and maintain, at no cost to NAED, 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 NAED.

2. If the Customer refuses or fails to do so, NAED, 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 NAED's specifications and approval.

D. ACCESS TO NAED'S EQUIPMENT AND METERS.

1. At all times, the meter and all other NAED equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to NAED at all reasonable times for reading, inspection, repairs, replacements, and testing.
2. Access to NAED's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. NAED may refuse to supply or may suspend service if access cannot be readily or safely obtained, as determined by NAED in its sole discretion.

E. GRANT OF RIGHTS.

1. The Customer hereby gives NAED permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing NAED's meters, equipment or appliances.
2. If access is refused or is otherwise not provided, NAED may take such corrective action as it deems necessary, including suspending service until access is obtained.
3. The Customer shall be responsible for all costs incurred by NAED 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. NAED shall not be liable for any damage caused in obtaining lawful access to the premises.

F. INTERFERENCE AND TAMPERING PROHIBITED.

1. No person, unless expressly authorized by NAED in writing, shall disconnect, remove, inspect or otherwise alter any meter or other equipment or facilities owned by NAED.
2. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to NAED's meters or equipment.

3. Upon request, NAED 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 NAED's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith.
4. NAED may impose any additional reasonable conditions as it deems necessary for the protection of its equipment and facilities.
5. The Customer shall be responsible for all costs associated with any damage or interference with NAED's meters and/or equipment, including the cost of repairs or replacements as determined by NAED in its sole discretion.
6. NAED 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 personnel. In addition, any person found tampering with such NAED 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.

G. MULTIPLE DWELLING UNITS AND BUILDINGS.

1. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered to be separate Customers and shall be metered individually wherever practicable.
2. 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 NAED, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. NAED shall have the option, but shall not be required to install separate service for any garage, barn, or other out-building if such service may be supplied from the main premises.
3. 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.

1. The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics, similar and other devices can be extremely sensitive to power system transients or loss of voltage.
2. 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.
3. NAED 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.

1. The Customer shall provide advance written notice to NAED of any proposed change to the purpose or location of the Customer's equipment or service conditions.
2. Such changes shall not be made until approved by NAED in writing. NAED may request any information as it deems necessary to evaluate the effect of the proposed change on its system.
3. The Customer shall be liable for any damage to the meters or other apparatus and equipment of NAED caused by the changed conditions or installation made without NAED's express prior approval.
4. NAED 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 NAED.

D. RELOCATION OF FACILITIES.

If for any reason, it becomes necessary for NAED 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.

VII. RATES, CHARGES AND BILLING

A. RATE.

NAED will determine the rate applicable to each Customer based upon such Customer's usage or class of service. Every Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year. NAED shall not be liable for any claim that service provided to the Customer might have been less expensive or more advantageous to the Customer if supplied under a different rate. Minimum charges may apply to each billing period or portion thereof as provided in the applicable rate schedule.

B. CHANGES IN RATE.

NAED's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with G. L. c. 164, § 58. Service shall be billed at the new rate as of effective date.

C. BILLING.

1. All meters shall be read at least every other month as provided in the DPU billing and termination regulations, except where access to the meter cannot be obtained on the regular reading date.

2. Bills for regular service charges shall be rendered monthly, except when NAED determines that a different billing period is required or desirable as permitted by applicable law or regulation, such as on a bimonthly basis. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. NAED may require payment in advance for such work.

D. DUE DATE.

1. All bills shall be due and payable upon receipt.
2. The bill shall be deemed to be received on the date of hand delivery or three (3) days following the date of mailing, as applicable, unless otherwise specified in the applicable rate schedule.
3. If a bill for monthly service is not paid in full within forty-five (45) days of receipt of the original invoice and the amount is not subject to a good faith dispute, the invoice shall be deemed to be past due and service shall be subject to termination in accordance with applicable laws and regulations.
4. Any applicable discounts will apply only when all charges have been paid in full and only when full payment is received by NAED by the discount expiration [due] date.
5. All claims involving billing adjustments shall be made before the bill becomes past due.

E. LIABILITY FOR CHARGES.

1. 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 NAED.
2. All requests for termination shall be in writing on such forms required by NAED.
3. Continuous service will be provided to rental properties during periods of vacancy upon the filing of an application for continuous service pursuant to which the property owner or management company agrees to pay for the charges until a new Customer-of-record is established.

F. 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, NAED 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.

- G. ADDITIONAL FEES AND CHARGES. Customer may be subject to additional fees and charges as set forth in the applicable rate schedule or fee schedule attached hereto as Attachment "A."

VIII. SUSPENSION OR TERMINATION OF SERVICE

A. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES.

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

B. NON-COMPLIANCE.

NAED 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 NAED, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with NAED's system or service to NAED's other Customers.

C. REASONS OF SAFETY OR FRAUD.

NAED may suspend or discontinue service without prior notice in the following situations:

1. 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 NAED's workers; and/or
2. If necessary to protect NAED from fraud or theft.

D. CAUSES BEYOND NAED'S CONTROL.

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

E. AS PERMITTED BY DPU REGULATIONS.

NAED 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 APPLIANCES.

NAED 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.

1. While NAED endeavors to furnish adequate and reliable service, NAED 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.

2. NAED 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 NAED's gross negligence or willful misconduct. In no event shall NAED be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom.

3. NAED 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.

4. 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, NAED may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer.

B. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES.

1. NAED 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 NAED's appliances and equipment on the Customer's premises.

2. Neither by inspection nor non-rejection does NAED 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.

3. NAED 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 NAED's service, conductors, appurtenances or other equipment on the Customer's premises.

C. OTHER EVENTS.

Notwithstanding the foregoing limitations, NAED 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 NAED or one with whom it has contracted for the supply of electricity.