MERRIMAC MUNICIPAL LIGHT DEPARTMENT
GENERAL TERMS AND CONDITIONS
FOR RETAIL ELECTRIC SERVICE

I. APPLICABILITY

The following Terms & Conditions of the Merrimac Municipal Light Department ("MMLD") 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contracts permitted by these Terms & Conditions, except as may be expressly modified by a particular rate schedule or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities ("DPU").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 electric service from MMLD ("Customer") and compliance therewith by the Customer is a condition precedent to the initial and continuing supply of electricity, as applicable, by MMLD. 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 MMLD 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 Board of Electric Light Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service also shall be subject to MMLD'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. MMLD shall be the exclusive electric service provider in its electric service territory. All Customers receiving electric service from MMLD or within MMLD's electric service territory shall be prohibited from purchasing energy from any other entity or person. All Customers within MMLD's electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with MMLD's express written consent, which may be withheld by MMLD 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 MMLD. Applications shall be made in person at MMLD's business office or submitted online at merrimaclight.com where authorized. The Customer shall be

responsible for the payment of all applicable fees at the time of application for service. MMLD may request any information that it deems necessary to secure payment for all charges and to provide efficient and reliable service. After receiving a completed application and security deposit, MMLD will proceed to activate service for existing service locations but MMLD does not guarantee when service will be available, but the activation of service may take up to three (3) business days.

In addition, for non-residential accounts, MMLD 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: MMLD may require any residential Customer, upon application for electric service or at any time, to furnish a security deposit in the form of cash or check in an amount no greater than the estimated bill for up to 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. MMLD 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: MMLD 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. MMLD 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, *e.g.*, 100 amp, 200 amp or greater service size, 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 in accordance with applicable laws or regulations.

4. Waiver: MMLD may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.

Waiver of the security deposit shall not preclude MMLD from subsequently requiring a security deposit as provided herein, as MMLD deems necessary to secure payment of charges.

D. SERVICE CONTINGENT UPON CERTAIN RIGHTS. The supply of electric service is contingent upon MMLD'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 MMLD to enable MMLD to install, maintain, and furnish the service for which application is made and as expedient to serve MMLD's other customers. The Customer shall be required to furnish proof acceptable to MMLD, evidencing MMLD's rights for the permanent installation of its facilities on private property. MMLD, without liability, may suspend or terminate service if the Customer fails to secure or 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 MMLD's electric facilities required to provide service to the Customer if the requisite property rights are not acquired or maintained.

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

F. REJECTION FOR UNPAID BALANCE. MMLD reserves the right to reject any applications made by or on behalf of any Customer whose bills for electric service remain unpaid at the time of the application. In MMLD's discretion, MMLD 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. 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 delivery, as specified by MMLD. The Customer's wiring and electrical equipment shall comply with applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and MMLD's specifications, as may be amended from time to time. The Customer shall obtain written approval of the Town Wiring Inspector prior to the connection of new service. MMLD may refuse to provide service until the Customer's wiring has been approved for energization or if MMLD determines that the Customer's installation does not comply with applicable requirements.

B. EXTENSION OR MODIFICATION OF DISTRIBUTION SERVICE. The extension of new service and the modification of existing service shall be subject to MMLD's requirements and specifications, and MMLD's line extension policy, as applicable. The Customer shall be responsible for the cost of extending service to new residential developments and to all non-residential properties and for upgrades to existing service required by the Customer. MMLD may require the execution of a separate construction agreement to address major or unusual new or modified service installations, as determined by MMLD, 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 MMLD, 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 MMLD's actual costs for labor and materials, including engineering and design, attributable to the Customer. MMLD reserves the right to require the new or modified service to be located underground at its discretion.

C. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. MMLD reserves the right to impose any Customer-specific engineering requirements or specifications, as MMLD, 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 MMLD's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.

D. EQUIPMENT. MMLD 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 MMLD 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 MMLD's inspection and written approval. Service shall not be connected to MMLD's facilities until MMLD's written approval is obtained.

MMLD may suspend or disconnect service if the Customer's installation initially or subsequently fails to satisfy applicable codes, standards or MMLD's requirements or specifications.

F. OWNERSHIP OF EQUIPMENT AND FACILITIES. All equipment and facilities in the public ways, whether installed by the Customer or MMLD, shall be owned by MMLD. Unless otherwise designated by MMLD in writing, all meters, equipment and facilities on the Customer's premises up to the point of delivery, whether installed by the Customer or MMLD, shall be owned by MMLD. All equipment and facilities located on private property used solely to serve the Customer, regardless of ownership, shall be repaired, replaced, and maintained by MMLD at the Customer's expense.

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 MMLD's requirements and specifications. MMLD 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. STANDBY GENERATION (NON-PARALLEL OPERATION). The Customer may install standby or emergency generators to supply all or part of the Customer's load in the event of a service interruption. All installations shall comply with MMLD's specifications and technical requirements and shall be subject to MMLD's approval. The Customer's wiring shall be arranged to prevent the interconnection of the Customer's alternative power source with MMLD's system, which typically will require the installation of a double throw or "break before make" switch or equivalent approved by MMLD. In no circumstances shall the Customer connect or enable the connection of any generating equipment to MMLD's system without an approved application and the execution of an interconnection agreement on terms acceptable to MMLD.

I. PARALELL OPERATION OF GENERATION. The Customer shall not operate any generation in parallel with MMLD's system without the express written consent of MMLD. If consent is provided, such parallel operation shall be subject to MMLD's interconnection requirements and specifications.

IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

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

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 MMLD and shall, at all times, conform to the requirements of any legally constituted authorities, industry standards and safety codes, and to those of MMLD, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the supplied service for any purpose or with any apparatus that would cause any disturbances or that may impair or render unsafe the service supplied by MMLD to its other Customers. MMLD 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 MMLD have any duty to investigate the same. However, MMLD 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 MMLD's requirements or specifications. The Customer shall be liable for any loss or damage resulting to MMLD'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. MMLD 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 MMLD 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. INSTALLATION, ACCESS, AND PROTECTION OF MMLD'S EQUIPMENT AND METERS

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

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

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

G. RELOCATION OF METERS. Upon request, MMLD may temporarily relocate meters to accommodate construction projects at the service location. The

Customer shall be responsible for the safekeeping of MMLD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith.

H. PROTECTION OF EQUIPMENT, REMEDIES, AND LIABILITY. MMLD 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 MMLD's meters and/or equipment. The Customer shall be responsible for all costs associated with any loss, damage, or interference with MMLD'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 MMLD in its sole discretion. The Customer shall be responsible for any loss, damage, or interference to MMLD'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. MMLD will include the charges for repairs or replacements of facilities and equipment for which the Customer is responsible on the Customer's electric bill. MMLD 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 MMLD 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 accessory dwelling units (or ADU), separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered to be separate accounts and shall be metered individually wherever practicable. If a single-family residence is subsequently converted to multiple dwelling units, or if for some other reason it is impractical, in the judgment of MMLD, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. MMLD shall not be required to install separate service for any garage, barn, other out-building, or ADU 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, 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. MMLD 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 MMLD 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 MMLD in writing. MMLD 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 MMLD caused by the changed conditions or installation made without MMLD's express prior approval. MMLD 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 MMLD.

D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for MMLD to relocate any of its poles, wires, cables or equipment 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. 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 MMLD. It is within MMLD's sole discretion to permit the relocation of the electric facilities when requested by the Customer. MMLD also may require the relocated facilities to be installed underground.

E. TREE TRIMMING. The Customer shall be responsible, at its expense, for all tree trimming and clearing around all equipment and facilities on its property,

including MMLD-owned facilities. The Customer is responsible for taking appropriate safety measures when working near and around electric wires and equipment. Provided however, MMLD shall have the right to conduct tree trimming and clearing as required by applicable codes and for the protection of its equipment and facilities, as determined by MMLD in its sole discretion.

VII. RATES, CHARGES AND BILLING

A. RATE. MMLD 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. The Customer shall remain on the rate for a minimum of 12-month periods, unless the rate is discontinued. If there is a material change in Customer's usage during such 12-month period, then Customer may submit a written request to MMLD requesting a change in rate prior to expiration of the 12-month period. MMLD may allow a rate change in its discretion. MMLD 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 12-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. MMLD's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with G. L. c. 164, § 58. Service will be billed at the new rate as of 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 MMLD 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. MMLD may require payment in advance for such work.

D. BUDGET AND PAYMENT PLANS FOR RESIDENTIAL CUSTOMERS. MMLD offers budget and payment plans to qualified residential customers in accordance with 220 CMR 25.02. Customers seeking to establish a budget 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 MMLD to set up a payment plan. MMLD may terminate the budget 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 MMLD 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 by MMLD 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 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 MMLD by the discount expiration date. To ensure that payment is timely received, all payments should be made at MMLD-designated payment locations or using MMLD drop boxes or MMLD online payment systems. 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 MMLD. The Customer shall be liable for any additional charges due to billing errors or unmetered use after the final bill is issued as provided in Section VII. H. MMLD will issue a refund if an overcharge is discovered.

G. SERVICE TO LANDLORDS DURING VACANCY. 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.

H. 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, MMLD 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.

I. 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 also may be subject to fees imposed by the Town Treasurer.

VIII. SUSPENSION OR TERMINATION OF SERVICE

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

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

C. REASONS OF SAFETY OR FRAUD. MMLD 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 MMLD's workers; and/or

b. If necessary to protect MMLD from fraud or theft.

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

E. TERMINATION PROCEDURES. MMLD may discontinue service to residential customers in accordance with or as permitted by the DPU's billing and termination regulations, 220 C.M.R. 25.00, *et seq*. MMLD may terminate service to commercial customers for nonpayment of charges by the due date or violation of these Terms and Conditions upon written notice. Additional procedures may apply as set forth in any commercial termination policy adopted by the Board of Electric Light Commissioners.

F. REMOVAL OF MMLD PROPERTY. MMLD 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 LIABIITY AND DAMAGES AND EXCLUSIONS

A. SERVICE QUALITY AND INTERRUPTIONS. While MMLD endeavors to furnish adequate and reliable service, MMLD does not guarantee continuous service or warrant that service will be free from interruptions or defects. MMLD hereby 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. MMLD 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, MMLD shall not be liable for such condition except to the extent that such condition is caused solely by MMLD's gross negligence or willful misconduct. In no event shall MMLD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. MMLD 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, MMLD 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, MMLD 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. MMLD 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, voltage fluctuations, reversal or interruption of service, or the presence of MMLD's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does MMLD 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. MMLD 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 MMLD's service, conductors, appurtenances or other equipment on the Customer's premises.

C. OTHER EVENTS. Notwithstanding the foregoing limitations, MMLD disclaims any and all liability for losses or damages due to the provision of electric 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 MMLD or one with whom it has contracted for the supply of electricity.

D. LIMITATION ON LIABIITY AND DAMAGES. To the extent any of the foregoing limitations are deemed invalid or unenforceable, MMLD 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 MMLD 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 – FEES

Late Payment Fee. To the extent permitted by law and unless otherwise provided in the applicable rate schedule, past due bills that are not subject to a good faith dispute shall be subject to a late payment charge equal to 1.5% of the balance or the maximum rate allowed by law. The late payment fee may be waived for low-income customers protected from shut-off upon the satisfactory completion of an authorized budget or debt forgiveness plan.

Disconnection Fee. The Customer may be charged a disconnection fee of $**50.00**, including temporary disconnections.

Reconnection Fee. The Customer shall be subject to a reconnection fee for each reconnection of service. The reconnection charge for regular service during normal business hours shall be $**224.09**.

Returned Check Fee. MMLD may charge a minimum fee of $30 for each returned check. MMLD, at its option, may charge to the Customer the actual costs incurred by MMLD for each returned check.

Meter Tests. The Customer shall pay a $50.00 fee for meter testing. The fee will be refunded if the meter is found to be inaccurate.

Manual Meter Read Fee. Customers who request digital meter will be charged a $50 monthly for manual meter reads.

Meter Changes. Meter changes at the Customer's request are subject to a $280.11 fee. The customer is responsible for the socket and wiring.

Temporary Service for Events. A minimum fee of $100 will be charged, payable in advance, for temporary service to special short-term events, *e.g.*, fairs, carnivals, etc. in addition to the cost of electricity. The charges may exceed $100 depending on the type of installation. Additional charges for electricity usage also will apply.

Temporary Service During Construction. The Customer shall be charged the full, actual costs of the installation of temporary service, payable in advance of any work performed by MMLD.

Permanent and Upgraded Service. The Customer shall be charged the full, actual costs of the installation and/or connection of new permanent service or upgraded service, payable in advance.

The following standard rates and charges apply, subject to adjustment based on MMLD's actual costs.

- **Basic Upgrade OH $258.83**

  Upgrade service from 100 amp to 200 amp (no additional wire included)

- **Upgrade OH $538.94**

  Upgrade service to 400 Amp (triplex wire additional, see pricing below)

- **Temporary Service OH $582.62**

  New service, new meter (no additional wire included)

- **Permanent Service OH $302.52**

  Put connectors on (no additional wire included)

- **Permanent Service OH without a Temp service $528.29**

  Permanent Service with new meter (no temp used)

- **New UG Service $702.51**

  New riser 200 amp, 4 clamps

- **New Development UG $302.52**

  Handhole Connection (no additional wire)

- **New Pole $1,030.80**

- **New Meter $280.11**

- **Wire - Regular $1.73/ft**

- **Wire - Triplex $2.24/ft**

- **Pickup Truck $112.06/hour**

Effective Date: November 1, 2026

- **Bucket Truck $168.06/hour**
- **Digger Truck $336.13/hour**

*All fees are subject to change without notice where permitted.

Appendix B – Specifications and Technical Requirements

Please refer to MMLD's electric services manuals, as may be created and/or amended from time to time, for specifications and technical requirements, policies, and additional information regarding MMLD's provision of electric service. Customers are responsible for verifying that the information contained in MMLD's manuals include the most up-to-date information and the applicability to the Customer's specific circumstances.