

The Terms and Conditions (i.e. MDPU No. 65) attached hereto apply to all Wakefield Municipal Light Department rates for electric service and gas service and supersede all prior Wakefield Municipal Light Department Terms and Conditions including, without limitation, the prior electric service Terms and Conditions (i.e., MDPU No. 31 which was effective January 1, 1973.)

Effective September 1, 1993 (MDPU No. 65)

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TERMS AND CONDITIONS

A. General

These Terms and Conditions are part of all rates of the Wakefield Municipal Light Department ("Department") filed with the Massachusetts Department of Public Utilities ("DPU") and are subject to change by the Department from time to time in accordance with applicable laws and regulations. The observance of these Terms and Conditions by a customer is a precondition to the establishment, and/or continuation, of the supply of electric service and/or gas service to such customer by the Department. To the extent (but only to the extent) that any of these Terms and Conditions are inconsistent with any provisions of any rate schedule hereafter filed with the DPU by the Department or inconsistent with the provisions of any applicable law or regulation, these Terms and Conditions shall not apply.

B. Applications for Service

Applications for gas and/or electric service shall be made in person or by an authorized agent at the business office of the Department at 9 Albion Street, Wakefield, Massachusetts at least five (5) days prior to the date service is to be initiated. A standard form of application specified by the Department for gas and/or electric service shall be signed by the applicant or authorized agent. Subject to these Terms and Conditions, the Department will authorize connection of gas and/or electric customers in the order in which their applications are received. Acceptance of an application by the Department is conditional upon gas and/or electric supply availability, construction scheduling, and availability of materials and equipment essential for the connection of such service.

C. Metering

In accordance with these Terms and Conditions, the Department will furnish, install, and maintain such meter or meters as are necessary to measure for billing purposes the gas and/or electricity used by a customer. All meters shall be and remain the sole property of the Department. The customer shall provide meter sockets or troughs for the electric meter installation. The customer shall not injure, interfere with, destroy, or tamper with any meter or other property of the Department, and the customer shall not permit any other person to do so. The customer shall use all reasonable precautions to protect the meters and other property of the Department located

on the customer's premises. The customer shall be responsible for all damages to, or loss of, the Department's meters and property unless caused by circumstance beyond the customer's control. The Department will seal or lock all meters and all enclosures containing meters or metering equipment, and no person, except a duly authorized employee of the Department, shall be permitted in any way to change or modify the Department's meters or other equipment, and no seals or locks shall be permitted to be removed without authorization of the Department. Subject to the provisions of Massachusetts General Laws, Chapter 164 and applicable DPU regulations, when a meter is found to be tampered with, service to that meter will be disconnected. To have service restored, the customer shall be required to make an application at the Department's business office and pay a service fee. Instances of tampering with meters will be reported to the Wakefield Police Department for prosecution. In case a meter incorrectly (as determined by the Department) registers the amount of energy consumed, the amount of the bill will be estimated by the Department based upon approved DPU standards.

D. Customer Deposits

Deposits to assure payment for services are required as follows:

1. Residential Accounts

Deposits are not required for gas or electric service to owner occupied single-family residences or owner occupied residential condominiums. The following deposits are required for gas or electric service to non-owner occupied single-family residences and non-owner occupied residential condominiums and to each apartment unit in a multi-family dwelling:

With gas heat	\$250
With electric heat	\$250
Without gas or electric heat	\$100

2. Commercial and Industrial Accounts

All commercial and industrial accounts must pay a deposit equal to the Department's estimate of three months billings.

All required deposits are payable before service will be provided by the Department to the customer. All deposits will be retained by the Department until the customer making the deposit discontinues service. No interest will be paid on any deposit during the first six months after the deposit is made; thereafter, interest on deposits will be paid at the rate specified in applicable laws and regulations. Interest payable by the Department on deposits will be shown annually as a credit on the bill issued by the Department to the customer in January of each year.

E Billing

1. The Department's pricing schedules are contained in rates filed with the DPU. All bills for gas and/or electric service shall be payable upon presentation and shall be rendered by the Department monthly; however, the Department reserves the right to read meters and render bills on a bi-monthly or other basis. In cases in which the Department decides that a billing period other than monthly billing is required or desirable, the customer will be so notified. When access to a meter is not obtained on the regular reading date, the bill will be estimated by the Department based on approved DPU standards. When the Department is unable to read a meter or when actual usage cannot be determined due to a meter failure, the customer's usage will be estimated by the Department on the basis of available data and the customer will be billed accordingly. Except as otherwise provided in applicable DPU regulations, the Department shall make an actual meter reading at least every other billing period. Except for residential electric meters, all meter installations shall have an ongoing minimum charge.

2. It is the customer's responsibility to ensure that the assignment of a billing rate classification is appropriate. If changes in circumstances occur that would allow for a change in a rate classification, the customer shall notify the business office of the Department as soon as possible. The Department has no responsibility or liability for ensuring that the rate classification of each customer will be the rate class with the lowest allowable charges. The customer should review such customer's classification status periodically as service needs change.

3. All bills shall be payable immediately upon presentation. Discounts, when applicable, will be allowed on all payments received or postmarked not later than midnight of the discount expiration date; provided that all previous charges have been paid in full. If the discount expiration date has passed, the gross dollar amount becomes due. All bills not paid within forty-five (45) days after the date of the bill shall be considered "due" and shall subject the customer to discontinuance of service in accordance with applicable law and DPU regulations; provided, however, no disputed portion of a bill which relates to the proper application of approved rates and charges or to the Department's compliance with applicable DPU regulations shall be considered "due" during the pendency of any complaint, investigation, hearing, or appeal undertaken pursuant to applicable DPU regulations. A charge determined by the Department will be made for renewing any service that had been disconnected because of nonpayment. Any customer applying for service who has an outstanding balance for prior service will be required to make arrangements satisfactory to the Department for payment of such balance prior to receiving new service, and, if cash payments received by the Department do not cover the entire amount due but such arrangements are otherwise satisfactory to the Department,

then the old balance will be transferred to the new account. Except as otherwise provided in applicable DPU regulations, all inquiries regarding a customer's account status shall be made at the Department's business office during normal business hours.

F Discontinuance of Service

1. Whenever a customer wishes the service disconnected, notice shall be given by the customer at the Department's business office at least five (5) days before service is to be disconnected. Failure to give notice can result in continuation of charges. All customers who request termination of service shall provide a forwarding address to the Department.

2. Except as otherwise provided by applicable DPU regulations, service for nonpayment of a bill for residential gas or electric service furnished by the Department may be terminated only if:

- a. A bill is not paid within forty-five (45) days from receipt, or such longer periods as may be permitted by 220 CMR 25.02(1); and
- b. The Department, not earlier than twenty-seven (27) days after the rendering of the bill (i.e., first request for payment), renders a second request for payment, stating its intention to terminate on a date not earlier than forty-eight (48) days after the receipt of the bill; and
- c. The Department renders a final notice of termination not earlier than forty-five (45) days after receipt of the bill. Such notice must be rendered at least seventy-two (72) hours, but in no event more than fourteen (14) days, prior to termination; and
- d. The bill remains unpaid on the termination date indicated on the notice.

In no event shall service to a residential customer be terminated for failure to pay a portion of any bill which is the subject of a pending dispute pursuant to 220 CMR 25.02(4). However, a customer shall be responsible for and accordingly shall be subject to termination for nonpayment of any portion of any bill which is not the subject of a dispute pursuant to 220 CMR 25.02(4).

Residential service shall not be terminated for any reason other than failure to pay a bill, unless the DPU certifies its approval after giving both parties an opportunity to be heard. Such a hearing shall not be construed to be an "adjudicatory proceeding" as defined by Massachusetts General Laws, Chapter 30A. Nothing in 220 CMR 25.00 or herein shall be

construed to prevent termination of service for reasons of safety, health, cooperation with civil authorities, or any other reason for which termination power is specifically granted in the Massachusetts General Laws. When service to a residential customer has been terminated, the Director of the DPU's Consumer Division or the Director's designee may order resumption of service pending an investigation pursuant to 220 CMR 25.02(4). Termination of residential service under 220 CMR 25.02 may be effected between the hours of 8 a.m. and 4 p.m., Monday through Thursday, provided that such day is not a holiday as defined in Massachusetts General Laws, Chapter 4, Section 7, or the day before such a holiday. All bills shall contain, or be accompanied by, a brief explanation of the customer's rights pursuant to 220 CMR 25.02(4). All second requests for payment referred to in 220 CMR 25.02 (3) (b) and all termination notices referred to in 220 CMR 25.00 shall be accompanied by a brief explanation of the customer's rights pursuant to 220 CMR 25.00.

3. Except as provided in 220 CMR 25.03, the Department may not shut off or refuse to restore residential gas or electric service to the home of any customer if it is certified by a person entitled to make such certification pursuant to applicable DPU regulations:

- a. That the customer or someone living in the customer's home is seriously ill; or
- b. That there is domiciled in the home of the customer a child under the age of twelve (12) months and the customer's service has not been shut off for nonpayment before the birth of the child; or
- c. Between November 15 and March 15, that the customer's service provides heat or operates the heating system and that the service has not been shut off for nonpayment before November 15.

Also, except as provided in 25 CMR 25.03, the Department may not shut off or refuse to restore residential gas or electric service to the home of any customer if the customer is unable to pay any overdue bill, or any portion thereof because of "financial hardship," as defined in applicable DPU regulations. In general, the Department shall not terminate service to customers during the pendency of circumstances described in 220 CMR 25.03 except as provided in applicable DPU regulations. Also, except in accordance with 220 CMR 25.03 (1) and 25.04, the Department may not terminate service to any landlord customer for nonpayment of bills due to the Department. Also, before termination of service by the Department for nonpayment in cases of accounts affecting households in which all residents are sixty-five (65) years of age or older, the Department shall comply with all of the requirements of 220 CMIR 25.05

4. Notwithstanding anything contained in Paragraph F hereinabove, the Department may

without liability to any person curtail or interrupt service or reduce voltage to any customer or customers in the event of any emergency threatening the integrity of its systems or the system of its suppliers if in its judgment such action will prevent or alleviate the emergency conditions.

G. General Terms and Conditions Applicable Only to Gas Service

1. The supply of gas service to any customer is conditional upon the Department securing and retaining the necessary locations for its service pipes and other apparatus. The type of gas service to be made available at any location shall be determined by the Department, and information relative thereto shall be furnished by the Department to customers upon request in writing.

2. Gas meters are property of the Department and are subject to replacement by the Department every seven years or on such other replacement schedule as may be determined by the Department. The outlet side of the gas meter shall be classified as the "delivery point." Any and all gas piping beyond the "delivery point" is the customer's responsibility.

3. Such piping equipment and apparatus as may be necessary in order to deliver the gas service to the outlet side of the gas meter shall be provided, installed, maintained, and used by the Department in accordance with the requirements of all codes, regulations, and laws of Massachusetts and the Town of Wakefield ("Gas Code") and with all of the requirements of the Department. Information concerning the Department's requirements for such equipment and apparatus will be furnished to customers upon request in writing.

4. A customer's gas piping and equipment shall at all times conform to the requirements of the Gas Code and to all of the requirements of the Department. It shall be the customer's responsibility to keep such piping and equipment in proper and safe operating condition. The Department shall not furnish gas service to any premises for any customer (whether said customer is the owner of the premises or occupies it as a tenant) when, in the opinion of the Town of Wakefield Gas Inspector ("Gas Inspector"), the gas piping in the building does not meet the minimum standards prescribed by the Gas Code. Also, the Department may in accordance with applicable DPU regulations discontinue gas service at any premises if the owner or occupant of such premises fails to maintain in satisfactory condition the internal piping and/or the appliances served and, as a result, the continuance of gas service to such premises is

considered inadvisable or unsafe by the Gas Inspector.

5. Each gas customer (whether industrial, commercial, or residential including multi-family dwellings) shall be served from one service location and one gas meter.

6. The Department shall make, or cause to be made, application for any necessary street permits to install gas service and shall not be required to supply gas service until a reasonable time after such permits have been granted. The customer shall obtain, or cause to be obtained, all permits or approvals, except street permits, necessary to give the Department or its agents access to the customer's premises and equipment.

7. A customer's gas meter shall not be turned on until a written report of inspection has been filed by the Gas Inspector with the Department stating that all gas piping and appliances have been installed in accordance with all applicable codes.

8. Upon a customer's request, the Department will investigate gas leaks and/or odors, and such investigation will be at no charge to the customer even if no leaks are found. Also, there shall be no charge to adjust or relight gas appliances or equipment when, in the opinion of the Department, such adjustments or relighting is caused by the quantity or pressure of gas at the outlet of the gas meter.

9. The Department will charge customers such reasonable charges as are established by the Department for maintenance service on pilots, burners, and controls on customer-owned appliances and gas heating equipment. Such maintenance services for which a charge will be due include:

- a. Turning on a meter which has been previously turned off or removed because of nonpayment, abuse, fraud, or tampering.
- b. Seasonal turn on and turn off of non-heating gas appliances.
- c. Fall turn on and adjustment of heating equipment that has been turned off during the summer months.
- d. Temporary disconnection or reconnection of gas appliances when work is to be done on the premises.

10. The Department shall have the right to determine in its discretion whether and, if so where, gas mains will be installed. However, it is the policy of the Department to install gas mains when there is a customer demand for gas service in those circumstances in which, based upon anticipated gas service revenues, the Department will be able to achieve the maximum rate of return on its capital cost permitted under applicable law and

regulations.

11. In circumstances in which there is customer demand for installation of a gas main but the Department would not expect to earn the rate of return referred to in Paragraph G (10) hereinabove, the Department may in its discretion elect to install the gas main on the condition that the customer or customers to be served make a cash payment in advance (or over a period of years) to the Department to pay for all or a part of the cost of construction of the required gas mains. Any such payment made to the Department shall be non-refundable; provided, however, all components of the gas service line including, without limitation, the main and meters shall be and remain the sole property of the Department.

12. Service which has been discontinued for a period exceeding twelve (12) months shall be considered to have been inactive service from the date of such discontinuance. After a discontinuance of service, the gas meter may be removed by the Department and the customer will no longer be billed the monthly service charge. After such discontinuance of service, the service line will then be scheduled for abandonment five (5) years after the inactive date.

H. Certain Terms and Conditions Applicable to Gas and/or Electric Service

1. Residential electric customers (including multi-family dwellings) shall be served by one service and one meter. Industrial and commercial electrical customers shall be served by one or more meters in a building as determined by the Department.

2. The customer shall furnish, without charge, suitable locations and enclosures upon such customer's premises for such pipe lines, meters, and other apparatus and equipment as the Department may install for the purpose of supplying service. The Department shall have the right of access, at all reasonable times, to the premises of the customer for the purposes of installing, reading, testing and repairing the Department's meters, apparatus and equipment or for the purpose of obtaining necessary information for the proper determination of the rates to be charged for the service which is supplied.

3. For the purpose of convenience in determining the amount of gas and/or electricity delivered, meters shall be installed by the Department at locations as designated by the Department. All such meters shall be the sole property of the Department, and the Department may at any time change any of its meters.

4. Subject to Massachusetts General Laws, Chapter 164, Section 116, an employee or agent of the Department who is duly authorized by the Department Manager and who displays on his outer garment a badge bearing his or her photograph, issued to him or her by the Department, and identifying him or her as such employee or agent may at any reasonable time enter any customer premises supplied with gas or electricity by the Department for the purpose of examining or removing meters or piping or for the purpose of work relating to supply, or regulation of the supply, of gas and/or electricity or for the purpose of ascertaining the quantity of gas and br electricity consumed or supplied. Subject to the provisions of Massachusetts General Laws, Chapter 164 and applicable DPU regulations, if any customer, directly or indirectly, prevents or hinders any such employee or agent of the Department from so entering such premises or from making such examination, such customer shall be subject to termination of service.

5. if the accuracy of a gas or electric meter is questioned by a customer, a request for a meter test may be made by the customer at the Department's business office. If so desired, the customer may be present to witness the meter test. if it is found that the meter is correct within 2 percent of the meter's standard accuracy in accordance with DPU requirements, the customer requesting the test shall pay a fee determined by the Department for such a test. The test date will be recorded in the meter history file. If it is found that the meter is incorrect by more than 2 percent of such standard accuracy, the Department shall bear all costs and expenses of such test and shall furnish a new meter to the customer at no charge.

6. If for any reason a meter fails (in the opinion of the Department) in whole or in part to register correctly the amount of gas and/or electricity passing through it, the customer shall be charged on the basis of an average daily rate based on degree days and/or past usage as determined by the Department.

7. if a customer wishes to discontinue temporarily gas and/or electricity service, such customer may do so by notifying the Department. A service charge determined by the Department at the applicable minimum monthly rate will be payable for each month or fraction thereof from the date on which the service was discontinued until the date the service is reconnected. Also, a service charge determined by the Department for restoration of the service will be payable when the gas and/or electric service is restored.

I. Miscellaneous Services

1. Temporary Service

Temporary service is a service which is not intended to continue permanently. For temporary electric service, the customer's electrician at the customer's expense shall provide a means of attachment to the meter for wires and install a fused switch, meter socket, and driven ground rod.

2. Interior Work

The Department does no internal building work. The customer is responsible for making certain that the customer's electrical or gas contractor extends the service entrance wires or plumbing to the point of entrance specified by representatives of the Department.

3. Inspection

Approval by the Wakefield Wiring Inspector for electric service and Gas Inspector for gas service is required by the Department before service can be initiated to a new, or newly-wired or rewired, building or residence and before new gas service or reconnected gas service can be installed.

4. Service Connections

Such wiring and plumbing and other equipment as may be required to utilize such service shall be installed by the customer at customer's expense and shall comply with the requirements of all codes and of all municipal and other governmental authorities.

5. Overhead or Underground Electric Service

a. Overhead Electric Service

Normal overhead service attachment shall consist of a single span of conductors from an existing pole to the customer's premises. Such normal overhead service attachments will be made free of charge. Where one or more poles are required on private property to support the wires from the street to the service entrance, the Department will without charge furnish one pole for that purpose, but, if more than one pole is required, the customer shall be required to pay the cost of additional poles, wires and installation.

b. Underground Electric Service

When underground service is installed, the below-listed conditions will apply:

- i) All underground services shall be copper wire encased in rigid conduit (e.g., IMC

(i.e., thin-walled steel) pipe or PVC (i.e., polyvinyl chloride) pipe). PVC pipe used underground in roadways shall be encased in concrete.

- ii) When an underground service that ties into an overhead electric service system fails, it is the customer's responsibility at the customer's expense to replace the underground conductors. However, if the customer elects to discontinue the underground service and have overhead service installed, the Department will, at the Department's expense, run the overhead conductors from the pole to the house attachment point free of charge subject to Paragraph I (5) (a) hereinabove.
- iii) With respect to underground service that was installed by the Department prior to January 1, 1973 when an underground service fails that is attached to an underground system, the Department will replace the service conductors at no charge.
- iv) With respect to underground service that was installed by the Department after January 1, 1973 when an underground service fails that is attached to an underground system, it is the customer's responsibility at the customer's expense to replace the service conductors.
- v) On all underground systems, if the customer wants to increase the conductor size to increase capacity, the customer will bear the expense for said conductors and installation.

J. Limitations of Liability

I. The Town of Wakefield, the Department, and all of their respective agents and employees shall be afforded the maximum exemption from, and/or limitations of, liability available under applicable laws and regulations arising on account of their actions or omissions relating directly or indirectly to the Department or to the provision of gas service or electric service by the Department including, without limitation, the exemptions from, and/or limitations of, liability set forth in Massachusetts General Laws Chapter 258. Without limiting the generality of the foregoing and except to the extent otherwise expressly provided in Massachusetts General Laws Chapter 258:

- a. Neither the Town of Wakefield nor the Department nor any of their respective agents or employees shall be liable to any person for any failure by the Department to supply gas service, electric service, or for any interruption in the supply of, or delay in the restoration of, such service;
- b. Neither the Town of Wakefield nor the Department nor any of their respective agents

or employees shall be liable to any person for any damage to any person (including personal injury or death) or damage to any property, directly or indirectly, arising as a result of the electric service or gas service provided by the Department, the presence of the Department's apparatus or equipment on any person's premises, or any acts or omissions of the Department; or

c. Neither the Town of Wakefield nor the Department nor any of their respective agents or employees shall be liable to any person on account of

(1) the discontinuance of gas service or electric service to any customer who fails to comply with, or perform any of the customer's obligations under, these Terms and Conditions or under any other agreements with the Department or under applicable law or

(ii) the discontinuance of gas service or electric service if any equipment or apparatus of any customer interferes with service provided by the Department to other customers or interferes with the integrity of the Department's system.

2. Without in any way intending to limit the exemptions from, an/or limitations of, liability permitted pursuant to Paragraph J (1) hereinabove, neither the Town of Wakefield nor the Department nor any of their respective agents or employees shall be liable to any person on account of or as a result of

(a) any variation, or interruption, in gas service or electric service including, without limitation, any such variation or interruption in service due to abnormal or reduced voltage, abnormal gas pressure, the Department's failure to receive electricity or gas for which the Department had contracted, or any disruption in service due to emergency load reduction programs or selected blackouts undertaken by the Department or any of its electricity or gas suppliers, or

(b) discontinuance of service or disruption of service due to causes beyond the Department's reasonable control including, without limitation, rotation of feeders, accidents, acts of God, labor difficulties, lack of available fuel supply, acts of customers, or acts of any public authority.

3. It is the intention of the Department that the exemptions from, and/or limitations of, liability set forth hereinabove in this Paragraph J shall be interpreted so as to afford the Town of Wakefield, the Department, and their respective agents and employees the maximum exemptions from, and/or limitations of, liability available under applicable law.