

**HUDSON LIGHT & POWER DEPARTMENT STANDARD TERMS AND
CONDITIONS FOR ELECTRIC SERVICE**

I. APPLICABILITY

The following Terms & Conditions of the Hudson Light & Power Department ("HLPD") shall be a part of every Rate Schedule or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities ("DPU"). The provisions of these Terms and Conditions and the Schedule of Rates shall apply to all persons applying for or receiving service from HLPD ("Customer") and compliance therewith by the Customer is a condition precedent to the initial and/or continuing supply of electricity by HLPD.

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 HLPD is authorized to modify, change or waive any of these Terms and Conditions by oral agreement, representation or otherwise. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time only by a duly authorized vote of the HLPD Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers.

II. INITIATING ELECTRIC SERVICE

- A. EXCLUSIVE SERVICE PROVIDER. HLPD shall be the exclusive electric service provider in its service territory. Any resident within HLPD's electric service territory or Customer shall be prohibited from purchasing energy from any other entity or person. Any resident or Customer within HLPD's electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with HLPD's express written consent, which may be withheld by HLPD in its sole discretion, or upon order of the DPU.
- B. SERVICE APPLICATION. Any person 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 HLPD. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. HLPD may request any other information as it deems necessary to secure payment for all charges and to provide efficient and reliable service. A completed application with required documentation and payments must be submitted at least five (5) days before service is to be commenced or restored.
- C. SECURITY DEPOSITS. HLPD may require any Customer, upon application for service or at any time, to furnish a security deposit in the form of cash or check, equal to an estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. If a prior history of usage is established, the estimate shall be based on the highest three-month period of service. For new commercial and industrial Customers, HLPD will calculate the amount of the security deposit based on the best information available for electric usage for the type of business in which the Customer is engaged. HLPD may adjust the amount of the security deposit as necessary consistent with the Customer's usage history and as otherwise may be necessary to ensure that the full deposit is maintained. The security deposit may be maintained for the full term of service. 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. HLPD may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.
- D. CONTINGENT UPON RIGHTS. The supply of service is contingent upon HLPD'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. 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 HLPD to install and furnish the service for which application is made. HLPD, 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. HLPD reserves the right to refuse to supply service to new Customers or to supply additional load to any existing Customer if it is unable to obtain the necessary equipment and facilities or capital

required for the purpose of furnishing such service, or the difficulty of access thereto is such that it causes an undue hardship on HLPD, financial or otherwise. HLPD also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to HLPD's other Customers. As a condition to providing or continuing service, HLPD may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by HLPD, at the Customer's sole expense.

- F. REJECTION FOR UNPAID BALANCE. HLPD reserves the right to reject any applications made by or on behalf of any Customer whose bills for service remain unpaid at the time of the application. In HLPD's discretion, HLPD may require 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, or both.

III. INSTALLATION OF NEW SERVICE AND SERVICE CONNECTIONS

- A. CUSTOMER'S WIRING. The Customer is responsible for the installation of all wiring on the Customer's premises to the point of entrance, as specified by HLPD. The Customer's wiring and electrical equipment shall comply with applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and HLPD'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. HLPD may refuse to provide service until the Customer's wiring has been approved for energization or if HLPD determines that the Customer's installation does not comply with applicable requirements
- B. EXTENSION OF DISTRIBUTION SERVICE. The extension of new service shall be subject to HLPD's requirements and specifications and at the Customer's expense. HLPD may require the execution of a separate construction agreement to address major or unusual new service installations, as determined by HLPD. When system-wide improvements are required, as determined by HLPD, 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 HLPD's actual costs for labor and materials, including engineering and design.
- C. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. HLPD reserves the right to impose any Customer-specific engineering requirements or specifications, as HLPD, 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 HLPD's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.
- D. EQUIPMENT. HLPD 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 HLPD requires the Customer to install equipment and facilities for the extension of electric service, all shall be performed in a workmanlike manner in accordance with applicable codes and prevailing industry standards, and shall be subject to HLPD's inspection and written approval. Service shall not be connected to HLPD's facilities until HLPD's written approval is obtained. HLPD may suspend or disconnect service if the Customer's installation subsequently fails to satisfy applicable codes, standards or HLPD's requirements or specifications.
- F. OWNERSHIP OF EQUIPMENT AND FACILITIES. All meters and lights installed by HLPD on the Customer's premises shall be owned by HLPD. The Customer shall own facilities associated with underground service installed on the Customer's premises. All other equipment and facilities shall be owned by HLPD up to the delivery point, whether installed by the Customer or HLPD.
- G. REPLACEMENTS, REPAIRS, AND UPGRADES OF CUSTOMER EQUIPMENT AND FACILITIES. 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 HLPD's requirements and specifications. HLPD may suspend or disconnect service if Customer fails to comply with the prior sentence.

IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

- A. LOAD CHARACTERISTICS. HLPD will determine the character of service to be made available at each location. As provided in Article II, Section E, HLPD may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect HLPD's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of HLPD personnel, or require the installation of regulating equipment, as determined by HLPD in its sole discretion. The Customer shall notify HLPD in writing, on a form approved by the HLPD, before any change or addition is made in the load characteristics of the Customer's equipment. The Customer shall be liable for any damage caused by any such changes or additions made without the HLPD's written approval, including any damage to HLPD'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 HLPD, as determined in HLPD'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. The Customer's wiring, equipment and apparatus shall be suitable for compatible operation with the service supplied by HLPD and shall, at all times, conform to the requirements of any legally constituted authorities and to those of HLPD, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the service supplied for any purpose or with any apparatus that would cause any disturbances or which may impair or render unsafe the service supplied by HLPD to its other Customers. HLPD 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 HLPD have any duty to investigate the same. However, HLPD 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 HLPD's requirements or specifications. The Customer shall be liable for any damage resulting to HLPD'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. HLPD 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 HLPD 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 HLPD'S EQUIPMENT AND METERS

- A. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, HLPD will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. All meters installed by HLPD shall remain the property of HLPD, regardless of whether such meter is repaired or replaced by HLPD at the Customer's expense as provided herein. HLPD shall maintain and test the meters in accordance with applicable laws or regulations.
- B. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever HLPD determines that an unauthorized use of electricity is being made at the service location, HLPD may make any changes to its meters, appliances or other equipment on the Customer's premises or take any other corrective action as may be appropriate under the circumstances to ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.

- C. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to HLPD, 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 HLPD. If the Customer refuses or fails to do so, HLPD, 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 HLPD's specifications and approval.
- D. ACCESS TO HLPD'S EQUIPMENT AND METERS. At all times, the meter and any other HLPD equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to HLPD at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to HLPD's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. HLPD may refuse to supply or may suspend service if access cannot be readily obtained, as determined by HLPD in its sole discretion.
- E. GRANT OF RIGHTS. The Customer hereby gives HLPD permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing HLPD's meters, equipment or appliances. If access is refused or is otherwise not provided, HLPD 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 HLPD 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. HLPD 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 HLPD in writing, shall disconnect, remove, inspect or otherwise tamper with any meter or other equipment or facilities owned by HLPD. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to HLPD's meters or equipment. Upon request, HLPD 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 HLPD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith. HLPD may impose any additional reasonable conditions as it deems necessary for the protection of its equipment and facilities. The Customer shall be responsible for all costs associated with any damage or interference with HLPD's meters and/or equipment, including the cost of repairs or replacements as determined by HLPD in its sole discretion. HLPD reserves the right to suspend or discontinue service until full restitution is made and to take other reasonable measures to ensure the safety and protection of its property. In addition, any person found tampering with such HLPD 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. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be separately metered and considered as separate Customers, whenever practicable. The Customer shall be responsible for properly identifying the meter troughs. If a residence is converted to multiple units, or for some other reason it becomes impracticable in the judgment of HLPD to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or general service rate. When HLPD requires the use of a single meter to measure total consumption, the Customer shall bring wiring to a central point. The wiring and location of the central point shall be subject to HLPD's approval. HLPD 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. Landlord customers shall comply with the requirements of the State Sanitary Code.

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. HLPD 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 HLPD 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 HLPD in writing. HLPD 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 HLPD caused by the changed conditions or installation made without HLPD's express prior approval. HLPD 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 by HLPD.

- D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for HLPD 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. If the customer does not complete the relocation within 120 days, the Department reserves the right to hire a contractor to perform the work and add the charges to the customer's bill.

VII. RATES, CHARGES AND BILLING

- A. RATE. HLPD 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. HLPD 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.
- B. CHANGES IN RATE. HLPD'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. 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. Bills for regular service charges shall be rendered monthly, except when HLPD determines that a different billing 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. HLPD may require payment in advance for such work.
- D. DUE DATE. All bills shall be due and payable upon receipt. The bill shall be deemed to be received on the date of hand delivery or three days following the date of mailing, as applicable, unless otherwise specified in the applicable rate schedule. If a bill for monthly 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. The Customer also may be subject to late payment fees.
- E. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer of record and shall be liable for all charges for service until such time as the Customer requests termination of service and a final meter reading is obtained by HLPD. All requests for termination shall be in writing on such forms required by HLPD. 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, HLPD 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. The Customer may be charged additional fees and service charges as applicable. These may include fees and charges for after-hours service calls, return checks, service reconnect, etc.

VIII. SUSPENSION OR TERMINATION OF SERVICE

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

- B. NON-COMPLIANCE. HLPD 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 HLPD, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with HLPD's system or service to HLPD's other Customers.
- C. REASONS OF SAFETY OR FRAUD. HLPD 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 HLPD's workers; and/or
 - 2. If necessary to protect HLPD from fraud or theft.
- D. CAUSES BEYOND HLPD'S CONTROL. HLPD may discontinue or suspend service and remove any HLPD equipment which, in the opinion of HLPD, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond HLPD's reasonable control.
- E. AS PERMITTED BY DPU REGULATIONS. HLPD 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. HLPD may remove its equipment, wiring and appliances upon termination or discontinuance of service. Such appliances, wiring and/or equipment shall not be restored except upon the filing and acceptance of a new application for service and payment of all outstanding charges and the costs of removal and restoration of service.

IX. LIMITATIONS ON LIABILITY AND DAMAGES AND EXCLUSIONS

- A. SERVICE QUALITY AND INTERRUPTIONS. While HLPD endeavors to furnish adequate and reliable service, HLPD 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. HLPD 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 HLPD's gross negligence or willful misconduct. In no event shall HLPD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. HLPD 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, HLPD may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer.

- B. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. HLPD 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 HLPD's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does HLPD 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. HLPD 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 HLPD's service, conductors, appurtenances or other equipment on the Customer's premises.

- C. OTHER EVENTS. Notwithstanding the foregoing limitations, HLPD 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 HLPD or one with whom it has contracted for the supply of electricity.

Effective February 1, 2017

Filed by Brian R. Choquette, General Manager