



A Customer Owned Utility
Serving Our Community Since 1894

General Terms and Conditions for Electric Service

**AS ADOPTED BY THE BOARD OF ELECTRIC
COMMISSIONERS: March 7, 2007**

AS AMENDED: April 26, 2007
October 30, 2007 (amend 7.07, by adding 7.07(c))

North Attleborough General Terms & Conditions for *Electric Service*

Table of Contents

1.00 General Information

- 1.01. Applicability
- 1.02. Modifications and Waiver
- 1.03. Conflicts
- 1.04. Location
- 1.05. Inclusions in Contracts and Rates
- 1.06. Enforcement

2.00 General Requirements for Service

- 2.01. Where to Apply for Service
- 2.02. Application and Notice Requirements
- 2.03. Availability of Service
- 2.04. Choice of Rate
- 2.05. Character of Service
- 2.06. Single Point of Delivery
- 2.07. Compliance With Availability
- 2.08. Compliance With Bylaws
- 2.09. Inspection Certificates
- 2.10. Multi-Unit Residential - Service and Metering
- 2.11. Service to New Subdivisions
- 2.12. Refusal to Serve
- 2.13. Discontinuance of Service

3.00 General Conditions of Supply and Use of Service

- 3.01. Quality and Management of Energy Services and Service Interruptions
- 3.02. Auxiliary and Temporary Service
- 3.03. Suspension of Service for Repairs
- 3.05. Suitability of Customer Apparatus
- 3.06. Responsibility of Customer
- 3.07. Department Responsibilities
- 3.08. Limitation on Liability
- 3.09. Changes in Customer's Condition or Installation
- 3.10. Rights of Way
- 3.11. Rights on Customer's Premises
- 3.12. Changes in Location
- 3.13. Spare Capacity or Supply

4.00 Metering – Meter Tampering

- 4.01. General
- 4.02 Departmental Property
- 4.03. Broken, Cut Seals or Tampering

5.00 Measurement of Electricity – Misuse

- 5.01 Measurement of Electricity - Misuse

6.00 Measurement of Electricity - Definitions

- 6.01 Measurement of Electricity – Definitions

7.00 Payment Terms

- 7.01. Billing Period
- 7.02. Payment for Service
- 7.03 Termination of Service for Non - Payment
- 7.04. Final Bill
- 7.05 Reconnection Charge
- 7.06 Late Payment – Non Residential Customer
- 7.07 Requirement for a Deposit
- 7.08 Interest on Cash Deposits
- 7.09 Requirement of Minimum Payment
- 7.10 Discontinuance of Service for Failure to Pay Bill

APPENDIX

APPENDIX A: RATES – TARIFFS (BY CLASS)

1.00 General Information

1.01. Applicability.

The following Terms and Conditions shall be part of each Rate Schedule of the North Attleborough Electric Department (“Department”), now or hereafter in effect, except as may be expressly modified by agreement or a particular Rate Schedule, or superseded by any applicable order or regulation of the Department of Public Utilities (“DPU”). The provisions of these Terms and Conditions and the Schedule of Rates apply to everyone receiving service from the Department when effective without regard to whether a service application has been made by the Customer or accepted by the Department under Article 200 hereof. These Terms and Conditions are binding on every customer regardless of whether they have actual notice of them.

1.02. Modifications and Waiver.

These Terms and Conditions and any Rate Schedule may be revised, amended, modified, supplemented or supplanted in whole or in part from time to time upon approval of the North Attleborough Electric Board of Commissioners (“Board”) and in accordance with any applicable procedures provided in M.G.L. c. 164, §§ 57 and 58. When effective, all such revisions, amendments, supplements, or replacements will appropriately supersede the existing provisions of these Terms and Conditions or Rate Schedules. Any duly adopted modification or replacement to these Terms and Conditions or any Rate Schedule shall be available for public inspection during normal business hours at the offices of the Department or the DPU. No agent or employee of the Department or the North Attleborough is authorized to modify or waive any provision or requirement of these Terms or Conditions or any Rate Schedule or to bind the Department to perform in any manner contrary thereto. Any promise contrary to these Terms and Conditions or any applicable Rate Schedule shall not be binding unless the Applicant or Customer executes a written agreement with the Department and signed by the General Manager or a majority of the commissioners of the Board, where applicable, as provided in these Terms and Conditions.

1.03. Conflicts.

If a conflict exists between the express terms of any Rate Schedule or duly executed special contract and these Terms and Conditions, the express terms of the Rate Schedule or special contract shall control. If a conflict exists between any applicable DPU order or regulation and any provision of these Terms and Conditions, the applicable order or regulation shall govern to the extent such conflict exists.

1.04 Location.

The Terms and Conditions are on file with the Department in its main office located at 275 Landry Avenue, North Attleborough, Massachusetts 02760.

1.05. Inclusions in Contracts and Rates.

These Terms and Conditions shall be deemed to be part of every contract for service entered into by the Department and shall govern all classes of service where applicable, unless specifically excepted or modified herein by a particular rate schedule (see Terms and Conditions, Appendix A) or special written contract with a Customer.

1.06 Enforcement

The Department's General Manager, or his/her designee, shall be responsible for the organization, administration and enforcement of the Terms and Conditions set forth herein.

2.00 General Requirements for Service

2.01. Where to Apply for Service

- a. All requests for installation of a new service, turn-off and alterations to existing service may be made at the Department's principal business office located at 275 Landry Avenue, North Attleborough, Massachusetts, 02760, or by telephone at 508-643-6300.
- b. The department's public business hours are 8:00 a.m. to 4:00 p.m. (Monday through Wednesday and Friday). Public business hours are extended to 4:30 p.m. on Thursdays, except during the months of July and August.

2.02. Application and Notice Requirements

- a. All new Customers are required to complete a written application form provided by the Department and signed by the person or entity responsible for payments of electric bills and furnish any applicable security deposit.
- b. Security deposits may be required for new and existing customers to secure payment for up to three months of electric service, or as may be otherwise prescribed by M.G.L. c. 164 and regulations promulgated by the DPU. The amount of the security deposit may be based on the actual or estimated bill for the largest month's use of service, and may be updated periodically. Interest shall be paid in accordance with M.G.L. c. 164, § 58A, which will be credited on the next bill for electric service after December 31 of each year.
- c. The balance of the security deposit, after deducting any amount owed to the Department for services rendered, will be refunded to the Customer upon termination of the Customer's account. (Additional security deposit information may be obtained from the business office.)
- d. The application form provided by the Department shall include information the Department may deem essential to supply service to the applicants. All applicants must be of legal age or an emancipated minor to contract for service with the Department. The Department reserves the right to verify the identity of the Applicant and the information provided. Landlord Customers shall provide appropriate contact information, including a valid phone number and street mailing address. For seasonal residential service, the Department only will accept applications for service from the owner of the premises, unless the tenant provides the Department with a signed lease or other evidence demonstrating occupancy for a minimum of a six-month period.

- e. The Customer shall be responsible for the payment of electricity consumed at the service location until a final bill has been issued as provided under Article 4.03.
- f. Forty-eight hours (business hours) notice is required on all requests to disconnect or reconnect existing service. It is essential that an application for new or additional service or notification of changes to existing service be made as early as possible so that, when required, engineering and construction details may be arranged and construction of the new or changed facilities may be completed on the date required.

2.03. Availability of Service

- a. The supply of electric service is contingent upon the Department's ability to secure and retain the necessary location for its poles, wires, conduit, cable and other apparatus.
- b. Prior to ordering equipment for the start of construction by the Customer or his or her agent, the Customer shall be responsible for ensuring the availability of the service desired and for determining if the Department has requirements additional to those contained herein for such service. In general, the Department will not provide any service until the Customer's wiring has been inspected by the Wiring Inspector and approved for energization.
 - c. Designation of service entrance and meter locations must be made before wiring specific to such locations is installed.
- d. The Department does not accept responsibility for information given orally by the Customer relative to the type of service available at specific locations unless an authorized representative of the Department confirms such information in writing.

2.04. Choice of Rate

- a. Every Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year.
- b. Upon receipt of a completed application for electric service, the Department may provide information concerning the various Rate Schedules under which the applicant appears to be eligible to receive electric service. The applicant, however, shall have the duty to inquire into the various Rate Schedules offered by the Department. Upon the applicant's request, the Department will assist the applicant in selecting the most appropriate and beneficial Rate Schedule but the Department makes no guarantee or warranty that the rates and terms of the selected Rate Schedule will be the most favorable given the present or future service needs of the Customer. Prior to the initial billing, the Department

shall provide a written statement describing the rates and the Customer's rate classification in accordance DPU's billing and termination regulations. All new electric water heaters must provide for separate metering and will be put on the Off-Peak Rate.

- c. Unless otherwise specifically stated to the contrary in a particular Rate Schedule, all rates are based on the supply of service to the Customer throughout the twelve months of the year, and changes from one rate to another will not be made for periods of less than twelve months.
- d. The Department shall not be liable for any claim that service provided to any Customer might have been less expensive or more advantageous to such Customer if supplied under a different rate.
- e. The Department's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with the Department's under G. L. c. 164, §58.

2.05. Character of Service

The Character of Service, which the Department will supply, will be that available in the locality in which the service is to be furnished. Except as may be especially provided in a particular rate or in these Rules and Regulations, the Department does not offer to supply service of non-standard characteristics.

2.06. Single Point of Delivery

Where service is supplied to a Customer at more than one point of delivery, each point of delivery will be considered to be a separate Customer account, and the bill will be rendered accordingly unless otherwise specifically provided for in a particular Rate Schedule.

2.07. Compliance With Availability

The electric service provided by the Department shall not be used except for purposes stated in Rate Schedule under which service is supplied.

2.08. Compliance With Bylaws

Before the Department will furnish service, the Customer shall comply with all applicable bylaws, ordinances, codes and requirements of Federal, State and Municipal bodies and shall be required to furnish at the Department's request, satisfactory evidence of such compliance.

2.09. Inspection Certificates

Approval in writing by the Town Wiring Inspector is required before any new service will be energized.

2.10. Multi-Unit Residential - Service and Metering

- a. Individual dwelling units in a multiple dwelling will be individually metered wherever practicable, provided the wiring on the Customer's side of the meter and related matters are in conformity with the State and Local Sanitary, Electrical and Building codes. If a residence is converted to multiple units, or for some other reason it becomes impracticable in the judgment of the Department to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or general service rate. The Department 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.
- b. Separate dwelling units, whether within the same building or in separate buildings on the same residential premises, shall be considered separate Customers. Such multi-dwelling units will be metered and billed individually
- c. The Department does not supply electric service for resale, remetering, sub metering, master metering or other disposition to tenants or occupants. The Customer shall not resell, make a specific charge for, re-meter or sub meter, or measure any of the electric energy so redistributed or furnished.
- d. For master meter accounts existing prior to the effective date of these Terms and Conditions, the master meter bills will be calculated by dividing the total metered usage by the number of dwelling units plus one, computing the cost of the average unit usage and multiplying the result by the number of dwelling units plus one.
- e. If a residence is a multi-dwelling unit, or if for some other reason, including but not limited to violations of the State Local Sanitary, Electrical and Building Codes caused by the wiring on the premises, it is impractical in the judgment of the Department or the Department is unauthorized to meter separately individual dwelling units, any service supplied through one or several meters will be the responsibility of the owner of record of the premises under the applicable residential or general service rate and said owner will be responsible for bills in said units.

2.11. Service to New Subdivisions.

Where applicable, prior to the establishment of permanent service, the applicant shall meet the requirements of the Department's "Requirements for New Developments - Residential and Commercial/Industrial."

212. Refusal to Serve

- a. The Department reserves the right to refuse to supply service to new Customers or to supply additional load to an existing Customer if it is unable to do so under a standard rate, the Customer fails to fulfill the application requirements as set forth under Article 2.02, or if the Department is unable to obtain the necessary easements, equipment, facilities, capital or capacity required for the purpose of furnishing such service to loads of unusual characteristics which might affect the cost or quality of service supplied to other Customers of the Department.
- b. The Department may require a Customer having such unusual loads to install special regulating and protective equipment at the Customer's cost in accordance with the Department's specifications as a condition of service.
- c. The Department may, in the exercise of reasonable judgment, refuse to supply service to loads of unusual characteristics that might adversely affect the quality of service supplied to other customers, the public safety, or the safety of Department personnel. In lieu of such refusal, the Department may require a customer to install at its expense any necessary regulating and protective equipment in accordance with requirements and specifications of the Department.
- d. The Department may refuse to provide service until the applicant pays in full all amounts in arrears at all service locations in which the applicant is or was the customer-of-record before new service will be established. The applicant shall pay any reconnection fee or other such fees assess under the applicable Rate Schedule as a condition to receiving service.
- e. The Customers refused service have the right of appeal under Chapter 164, section 60 of the General Laws of Massachusetts.

2.13 Discontinuance of Service

- a. The Department may discontinue the supply of service and/or remove its equipment from the customer's premises if the customer fails to comply with any of the provisions herein, the terms of applicable Rate Schedules, any supplemental rules and regulations of the Department or any laws or regulations of a governmental authority having jurisdiction, or the terms of any supplementary or special agreement entered into with the Department.
- b. Service shall be discontinued in accordance with applicable billing and termination procedures of the DPU. The Department may also discontinue service and remove its equipment from the customers' premises in case of violation of any general laws, local ordinances or by-laws, or government regulations. The Department may assess an Account Restoration Charge upon such discontinuance of service.

3.00 General Conditions of Supply and Use of Service

3.01. Quality and Management of Energy Services and Service Interruptions

- a. The Department endeavors to furnish adequate and reliable service but does not guarantee continuous service or warrant that service will be free from interruptions and the Department disclaims any and all loss or liability resulting therefrom and, to the extent authorized by applicable law, it shall not be liable for direct or consequential losses or damages of any kind resulting from any stoppage, interruption, variations or diminution of service caused by the Customer's acts or omissions, acts of the public enemy, a state of war, requirements of Federal, State or Municipal authorities, strikes, acts of God or the elements, accidents, operating conditions or contingencies or other causes.
- b. When a part or parts of the interconnected generation, transmission or distribution system is threatened by a condition affecting the integrity of the supply of electricity or when a condition of actual or threatened shortage of available energy supplies and resources exists, the Department may, in its sole judgment, curtail, allocate, or interrupt service to any Customer or Customers. Such curtailment, allocation or interruption shall, where possible or practicable, be in accordance with the terms and conditions of any applicable energy emergency or load curtailment plan which shall be adopted by energy dispatching and control centers in which the Department is a participant.
- c. The Department does not undertake regulating the voltage or frequency of its service more closely than is standard commercial practice. If a Customer requires voltage or frequency regulation that is more refined, he/she shall furnish, install, maintain and operate the necessary apparatus at his/her own expense.

3.02. Auxiliary and Temporary Service

- a. Temporary service is available to any Customer who can be served from the Department's existing lines or facilities. For such temporary service the Customer shall pay the total cost of installation and removal of any poles, wires, transformers, meter equipment or other facilities that may be necessary.
- b. Service supplied by the Department shall not be used to supplement or relay, or as a standby to any other service, unless the Customer shall make such guarantees in respect to the payment for such service as shall be just and reasonable in each case. Service cannot be resold. Where such service is supplied, the Customer shall not operate its plant in parallel with the Department's system without the consent of the Department, and then only under such conditions as the Department may specify from time to time.

- c. Service will be billed under any regular rate applicable to the type of service supplied.
- d. The Department may require an advance payment covering the estimated cost of installation and disconnection use of service or both.

3.03. Suspension of Service for Repairs

- a. The Department reserves the right to curtail or temporarily interrupt from time to time the Customer's service in order that repairs, replacements or changes may be made in the Department's facilities either on or off the Customer's premises.
- b. The Customer will normally be notified in advance to the extent practicable except in cases of emergency. Nothing in this section shall be deemed to require the Department to make such repairs, replacements or changes at times other than the Department's normal business hours (Refer to Article 201).

3.04. Resale of Service

- a. All electricity delivered hereunder shall be for the exclusive use of the customer and shall not be resold. Any service rendered is furnished by the Department to the Customer for the purpose and class of service specified in the applicable part of the Schedule of Rates, and such service, except as provided in Article 3.05 concerning service resupply for residential customers, shall not be resold to others or used for other purposes.
- b. A Customer may furnish electric energy for the use of his or her tenants or occupants, provided that the Customer shall not resell, make a specific charge for, re-meter or sub meter, or measure any of the electric energy so redistributed or furnished. The Customer shall be responsible for payment for all electricity consumed.
- c. A homeowner or condominium association may furnish electric energy to common areas or to individual condominium units where such units or buildings are not separately metered and the cost of such service is included in the association's fee to its members. [Note: Need to discuss.]
- d. Resupply of service as provided in this Article shall require prior written consent of the Department.

3.05. Suitability of Customer Apparatus

- a. All Customer apparatus shall be suitable for compatible operation with the service supplied by the Department and the Customer shall not use the service for any purpose or with any apparatus which would cause a disturbance on the lines, mains or systems of the Department sufficient to impair or render unsafe the service supplied by the Department to its other Customers.

- b. The Customer shall be liable for any damages resulting on the Department's apparatus or facilities or to other Customers caused by failure to comply with any provisions of this article.

3.06. Responsibility of Customer

- a. The customer-of-record shall be liable for service taken until such time as the customer-of-record requests termination of service and a final meter reading is recorded.
- b. In all cases the Customer is responsible for maintaining on its property, its own facilities, wiring and appliances that are suitable and proper for the safe and satisfactory reception and use of the service to be furnished by the Department.
- c. Title toll apparatus or facilities provided by the Department to supply service whether or not affixed to the Customer's property shall remain solely with the Department. The Customer shall return the Department's property in the condition received, ordinary wear and tear excepted.
- d. The Customer shall pay the costs for any damage to the Department's property caused by the Customer or occurring as a result of the Customer's failure to take reasonable precautions to protect such property from damage.

3.07. Department Responsibilities

- a. Service is delivered to the Customer at the point where the service connection is maintained.
- b. The Customer shall be solely liable for direct, indirect or consequential damages of any kind, resulting in injuries to persons or property arising out of (or traceable to) trouble/defects in the apparatus, piping, wiring facilities or equipment or any cause occurring beyond the point where the service connection of the Department terminates.
- c. The Department makes no warranties, either expressed or implied as to the adequacy, safety or other characteristics of any equipment, wires, appliances or unauthorized devices owned and/or used by the Customer. No action undertaken by the Department, such as conducting an inspection of or providing assistance to the Customer's equipment, in no way shall be construed as or constitute a warranty.

3.08. Limitation on Liability

- a. The Department shall not be liable for any injury, casualty, or damage to the person or property of any Customer or any other person, whether in contract or tort, arising from, relating to or caused by any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control, whether accident, labor difficulties, conditions of fuel supply, the attitude of any public authority, a reduction in voltage, rotating of the use of feeders, selected black-outs or failure to receive any electricity for which in any manner it has contracted, or due to the operation in accordance with good utility practice of any emergency load reduction program by the Department or one with whom it has contracted for the supply of electricity or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Department is unable to supply electricity for a continued period of two (2) days or more due to the causes stated herein, upon request of the customer, the demand charge, if any, shall be suspended for the duration of such interruption, reversal, or discontinuance of service.
- b. Whenever the integrity of the supply of electric service may be threatened by conditions of the Department's system or on a part or parts of the transmission and/or distribution system with which the Department is interconnected, the Department, in its sole judgment, may curtail or interrupt electrical service to the customer and such curtailment or interruption shall not constitute a default by the Department. The Department shall not be responsible for any failure to supply electric service or any interruption or abnormal voltage of the supply, or any damage resulting from the restoration of service, if such failure, interruption, abnormal voltage or damage except to the extent of the Department's willful misconduct or gross negligence.
- c. The Department shall not be liable for damage to the person or property of the customer or any other persons resulting from the use of electricity or the presence of Department appliances and equipment on the customer's premises. In any event, for non-residential customers served under general service rates, Department shall not be liable in contract, in tort (including negligence under G.L. c.258 and Mass. G.L. c.93A), strict liability or otherwise for any special, indirect or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the customer or other economic harm.
- d. The Department does not make any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the customer's premise. The Department shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of the Department's service, conductors, appurtenances or other equipment on the customer's premises.

- e. The customer assumes full responsibility for the proper use of electricity furnished by the Department and for the condition, suitability, and safety of any and all wires, cable, generators, devices or appurtenances energized by electricity on the customer's premises, or owned or controlled by the customer that are not the Department's property. The customer shall indemnify and save harmless the Department from and against any and all claims, expenses, legal fees, losses, suits, awards or judgments for injuries to or deaths of persons or damage of any kind, whether to property or otherwise, arising directly or indirectly by reason of:
 - (1) The routine presence of or use of electricity over the wires, cables, devices or appurtenances owned or controlled by the customer; or
 - (2) The failure of the customer to perform any of his or her duties and obligations as set forth in the Terms and Conditions, Rate Schedules or other supplementary requirements for service where such failure creates safety hazards; or
 - (3) The customer's improper use of electricity or electric wires, cables, devices or appurtenances. Except as otherwise provided by law, the Department shall not be liable for damages claimed to have resulted from the Department's conduct of its business except when the Department, its employees or agents have acted in a grossly negligent, or intentionally wrongful manner.

- f. The Department may discontinue the supply of service and/or remove its equipment from the customer's premises if the customer fails to comply with the provisions of these Terms and Conditions, any Rate Schedule, any supplementary rules, regulations or requirements for service or any supplementary, or special agreement entered into with the Department, or arising from a violation of any applicable law, local ordinance or by-law, or government regulation, subject to any applicable billing and termination procedures of the DPU. . The Department may assess an Account Restoration Charge upon such discontinuance of service.

3.09. Changes in Customer's Condition or Installation

- a. The Customer shall give advance notice to the Department of any proposed change in the Customer's load or other conditions of use or of any change of purpose or location of the installation of any Customer equipment or facilities. Such change in the Customer's service conditions or installation shall not be made until such notice has been given and permission has been received from the Department. Failure to give notice of such changes shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Department caused by the changed conditions or installation.

3.10. Rights of Way

- a. The Department shall not be required to extend its facilities for the purpose of rendering service until it has satisfactory rights-of-way or easements to permit the installation, operation and maintenance of its facilities.
- b. To the extent required, the Customer, without expense to the Department, shall grant to or secure for the Department such rights-of-way or easements acceptable to the Department whether across property controlled by the Customer or by others needed to serve the Customer.

3.11. Rights on Customer's Premises

- a. In accepting service, the Customer shall thereby agree to furnish the Department, without charge, a suitable location for all of the property and equipment of the Department, including metering, necessary in furnishing such service.
- b. The Department shall have access to the Customer's premises for the purpose of installing, reading, inspecting, repairing, removing, replacing, disconnecting, or otherwise maintaining its meters, equipment, and facilities, and for all proper purposes.
- c. To the extent applicable, the Customer shall furnish the Department with keys to all meter rooms.

3.12. Changes in Location

- a. If the Department transfers its overhead wires to an underground location or changes the location of any of its service facilities, the Department may require, at the Customer's sole expense, the Customer to make any necessary changes to the Customer's portion of the service connection or pay for any changes which may directly or indirectly benefit the Customer.

3.13. Spare Capacity or Supply

Pursuant to a separate agreement, the Department may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates.

4.00 Metering – Meter Tampering

4.01. General

- a. All services will be metered.

4.02. Departmental Property

- a. The Customer shall so maintain and operate its electric equipment and apparatus as not to endanger or interfere with the service of the Department. Electric meters are the property of the Department.
- b. Only Department personnel are authorized to cut and open the Department's padlock seal on any meter, remove and install a meter, install jumper pieces or other bypassing devices, remove or install sleeves, change the meter registration, or tamper in any way with the electric meter. The Customer shall not tamper with nor permit any third party or person in its custody or control to tamper with the Department's meters and equipment.
- c. The Department may exercise any rights or remedies available under applicable law and regulations, whether civil or criminal, in the event the Customer, directly or indirectly, prevents or hinders any such employee or agent of the Department from entering such premises for the purposes of making such examination of the meter(s).

4.03. Broken, Cut Seals or Tampering

- a. When a meter's seal is found broken, all costs attributable to re-sealing the meter, investigation of potential meter tampering, charges for electricity used, but not metered as a result of the tampering, and all other administrative costs attributable to the broken meter seal and other damage caused by tampering or the Customer's misuse or negligence will be charged to the Customer.
- b. If meter tampering is suspected, service from that meter may be disconnected.
- c. To restore service after it has been disconnected, application must be made in person at the Department's offices. The Customer shall be responsible for paying the prevailing reconnection fee and furnish a deposit or such other security acceptable to the Department to resume service, equal to three months' average consumption at the service location.
- d. Service will be reconnected within 24 hours after the Department's acceptance of payment of the reconnection fee and deposit, if the matter has been resolved to the satisfaction of the Department.
- e. All instances of suspected meter tampering will be reported to the Police Department for further investigation and prosecution.

5.00 Electricity – Definitions and Misuse

5.01 Measurement of Electricity - Misuse

- a. If the occupant of the service location fails to give the Department notice of a change to the customer-of-record, the occupant of the service location may be held liable for all charges for electricity used by the occupant since the last reading of the meter whether or not such reading may precede said user's occupancy as shown on the Department's books.
- b. Whenever any service has been obtained at a premises on an unmetered basis, or any authorized service has been obtained at any premises to persons unknown, or for which payments have not been made due to a question of Customer identity, the owner of record of such premise shall be liable to the Department for all outstanding charges.

6.00 Electricity – Definitions

6.01 Measurement of Electricity – Definitions

- a. **Holidays:** The Department observes the following holidays on such dates as they are observed in the Department's service territory: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas.
- b. **Demand:** The demand is the maximum rate of taking electricity. Under ordinary load conditions, it will be based upon one or more fifteen-minute peaks as herein defined. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument. In the case of extremely fluctuating loads, however, where the demand based on the average over fifteen minutes does not fairly represent the maximum demand imposed by the Customer, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes. If the fluctuating load causes a deterioration of the Department's service to its other customers, the Department shall specify a service arrangement that avoids the deterioration and the Customer owning or operating the equipment that causes the fluctuation shall pay the cost to implement the new service arrangement together with applicable taxes.
- c. **Month:** Whenever reference is made to "month" in connection with electricity delivered, service furnished, or payments to be made, it shall mean the period between two successive regular monthly meter readings, the second of which occurs in the month to which reference is made.

7.00 Payment Terms

7.01. Billing Period

The normal billing period typically is one month, although billing cycles shall be according to the applicable Rate Schedule.

7.02. Payment for Service

- a. All bills shall be due and payable upon receipt. Payment shall be net 25 days from the date of billing.
- b. A periodic interest charge of 1.5 percent (1.5%), Annual Interest Rate of eighteen (18) percent, will be added to any unpaid "Previous Balance" appearing on a bill to the extent not prohibited by applicable law or DPU regulations annual interest rate of 18 percent, will be added to any unpaid "previous balance" appearing on the bill.
- c. Payments shall be applied first to unpaid balances, including late payment charges.
- d. The Department shall charge customers \$30.00 for each returned check.

7.03 Termination of Service for Non - Payment

All bills shall be due and payable upon receipt. However, bills rendered to residential customers shall not be due for purposes of terminating service for non-payment, until (a) 45 days from the date of receipt or (b) a period at least equal to the time that has elapsed between receipt of such bill and the most recent previous bill, whichever period of time is greater. All applicable laws and DPU regulations governing termination of service are incorporated herein.

7.04. Final Bill

- a. The Customer shall be liable for service taken until notice of termination has been received and confirmed by the Department and until such time as the meter is read and disconnected.
- c. The bill for service rendered up to the date of termination will be labeled "final bill" and is payable upon receipt. The Customer shall be responsible for interest on the outstanding balance if the bill is not be paid in a timely manner.

7.05. Reconnection Charge

- a. The Customer shall be responsible for paying a reconnection or other such fees assessed under the applicable Rate Schedule as a condition to the restoration of electric service.
- b. In most instances, service will be reconnected within 24 hours after the Department's acceptance of payment of the reconnection fee and cash deposit or other security acceptable to the Department, if applicable..

7.06. Late Payment Charge – Non Residential Customer

- a. When a bill is rendered to a non-residential Customer other than the Commonwealth or a political subdivision thereof on a monthly basis and is not paid within 25 days after the date of receipt, interest at the rate of 1-1/2% per month will be charged on the unpaid balance, including any outstanding interest charges, from the date of receipt until the date of payment.
- b. For purposes of this paragraph the date of receipt of a bill by a Customer shall be presumed to be three days following the date of mailing, unless the bill is delivered rather than mailed, in which case the date of receipt shall be the same as the date of delivery.

7.07 Requirement for a Deposit

- a. The Department may require a deposit of cash or other collateral satisfactory to it as security for the prompt payment of any indebtedness for: (a) any new customer; (b) any present customer requesting restoration of service or service at a new location if service to the customer, under the same or any other name, was lawfully terminated for non-payment during the preceding 18 months; or (c) from any present non-residential customer.
- b. The deposit required will not exceed the equivalent of three months' average use.
- c. Street Light Deposit – Private Ways - The Department may, to protect public safety, require a deposit greater than the equivalent of three months' average use, of cash or other collateral satisfactory to it as security for the prompt payment of any indebtedness for service to a customer who has, under the same or any other name, leased street lights from the department, consistent with a subdivision plan approved by the North Attleborough Planning Board, pursuant to its authority per MGLc. 41, sections 81-K to 81GG, inclusive, to ensure that all street lights rented from the Department remain operational until such time as the Town may accept any and all private ways within the subdivision as "public ways".

7.08 Requirement of Minimum Payment

Whenever the estimated expenditures for the equipment necessary to supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates will, in the opinion of the Department, be insufficient to warrant such expenditures, the Department may require the Customer to guarantee a minimum annual payment for a specified term or to pay the whole or a part of the cost of such equipment. Upon request, the Department will provide the Customer with a cost estimate explaining the basis for the term of the guarantee and/or the charges for the equipment.

7.09 Discontinuance of Service for Failure to Pay Bill

The Department shall have the right pursuant to G.L. c. 164 and DPU billing and termination regulations, to discontinue electric service on due notice and to remove its property from the premises in the event the Customer fails to pay any bill due for each service, or fails to perform any of its obligations to the Department. After such discontinuance, the Department may charge the Customer a reconnection charge for restoration of service

NORTH ATTLEBOROUGH ELECTRIC DEPARTMENT

TERMS AND CONDITIONS

APPENDIX

APPENDIX A: CLASSES OF SERVICE (RATES - SCHEDULES)