

**NORWOOD MUNICIPAL LIGHT DEPARTMENT  
GENERAL TERMS AND CONDITIONS  
FOR RETAIL ELECTRIC SERVICE**

**I. APPLICABILITY**

The following Terms & Conditions of the Norwood Municipal Light Department (“NMLD”) 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or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”).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 and entities applying for or receiving service from NMLD (“Customer”) and compliance therewith by the Customer is a condition precedent to the initial and/or continuing supply of electricity, as applicable, by NMLD.

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 NMLD 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 NMLD Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service shall be subject to NMLD’s applicable policies, rules, regulations and specifications, to the extent not inconsistent with these Terms and Conditions.

**II. INITIATING ELECTRIC SERVICE**

- A. EXCLUSIVE SERVICE PROVIDER. NMLD shall be the exclusive electric service provider in its electric service territory. All Customers receiving electric service from NMLD or within NMLD’s electric service territory shall be prohibited from purchasing energy from any other entity or person. All Customers within NMLD’s electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with NMLD’s express written consent, which may be withheld by NMLD in its sole discretion, or upon order of the DPU.
- B. SERVICE APPLICATION. Any person or entity seeking to initiate temporary or permanent electric service or to change or to restore service shall complete and sign a written application on such forms provided or specified by NMLD. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. NMLD may request any other information as it deems

necessary to secure payment for all charges and to provide efficient and reliable service.

In addition, for non-residential accounts, NMLD may require each owner, partner or member to sign the service application to guarantee performance and payment. Each such owner, partner or member shall have the authority to bind the business.

C. SECURITY DEPOSITS.

1. Residential Accounts: NMLD may require any residential Customer, upon application for service or at any time, to furnish a security deposit in the form of cash or check equal to an amount no greater than the estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. If prior history of usage is established, the estimate shall be no greater than the highest three-month period of service. The security deposit may be maintained for the full term of service. NMLD 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. NMLD may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.
2. Commercial and Industrial Accounts: NMLD may require any commercial or industrial Customer, upon application for service or at any time, to furnish a security deposit in the form of cash or check. NMLD will calculate the amount of the security deposit based on information reasonably available for electric usage for the type of business in which the Customer is engaged and the size of the requested service, i.e., 100 amp, 200 amp or greater service size. The security deposit may be refunded to the customer upon their request if the customer pays twelve (12) consecutive bills within the discount period. 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. NMLD may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.

D. SERVICE CONTINGENT UPON CERTAIN RIGHTS. The supply of service is contingent upon NMLD's ability to secure, retain and access the necessary location(s), rights-of-way, authorizations, approvals, and/or other property rights

for its poles, wires, conduit, cable, meters, and other facilities, equipment or apparatus. The Customer, at its sole expense, shall provide or secure any necessary permits, licenses, certificates, approvals, authorizations, easements and/or rights-of-way on private property as may be required to enable NMLD to install and furnish the service for which application is made. NMLD, 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. NMLD reserves the right to refuse to supply service to new Customers and to supply additional load or to upgrade service to any existing Customer if it is unable to obtain the necessary franchise rights, authorizations, consents, approvals, equipment and facilities or capital required for the purpose of furnishing such service, or when the difficulty of access thereto is such that it causes an undue hardship on NMLD, financial or otherwise. NMLD also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to NMLD's other Customers. As a condition to providing or continuing service, NMLD may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by NMLD, at the Customer's sole expense.
- F. REJECTION FOR UNPAID BALANCE. NMLD 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 NMLD's discretion, NMLD may require either the execution of a Cromwell Waiver to add the outstanding balance to the new account or the payment of all outstanding bills in advance of supplying service.

### **III. INSTALLATION OF SERVICE AND SERVICE CONNECTIONS**

- A. CUSTOMER'S WIRING. For overhead service: Except for the meter and the overhead service drop, the Customer is responsible for the installation of all equipment and wiring on the Customer's premises to the point of common coupling, as specified by NMLD. For underground service: Except for the meter, the Customer is responsible for the installation of all equipment and wiring that is located underground and up to either the point of common coupling on a utility pole or the point of common coupling in a sidewalk handhole, as applicable and as determined by NMLD. The Customer's wiring and electrical equipment shall comply with all applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and NMLD'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. NMLD may refuse to provide service until the Customer's wiring has been approved for energization or if NMLD determines that the Customer's installation does not comply with applicable requirements.

- B. EXTENSION OR MODIFICATION OF DISTRIBUTION SERVICE. The extension of new service and the modification of existing service shall be subject to NMLD's requirements and specifications and at the Customer's expense. NMLD may require the execution of a separate construction agreement to address major or unusual new or modified service installations, as determined by NMLD, and/or may require the preparation of a System Impact Study at the Customer's sole expense. When system-wide improvements are required, as determined by NMLD, 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 NMLD's actual costs for labor and materials, including engineering and design, attributable to the Customer.
- C. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. NMLD reserves the right to impose any Customer-specific engineering requirements or specifications, as NMLD, 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 NMLD's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.
- D. EQUIPMENT. NMLD 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 NMLD requires the Customer to install equipment and facilities for the extension of electric service, all installations shall be performed in a workmanlike manner in accordance with applicable codes, and shall be subject to NMLD's inspection and written approval. Service shall not be connected to NMLD's facilities until NMLD's written approval is obtained. NMLD may suspend or disconnect service if the Customer's installation initially or subsequently fails to satisfy applicable or otherwise applicable codes, standards or NMLD's requirements or specifications.

- F. OWNERSHIP OF EQUIPMENT AND FACILITIES. All equipment and facilities up to the point of common coupling, whether installed by the Customer or NMLD, shall be owned by NMLD. All meters shall be owned by NMLD. Point of common coupling shall be determined by NMLD based on Electric Rate service requirements. A description of “point of common coupling” is provided. Please see Appendix B, “Point of Common Coupling”.
- G. REPLACEMENTS, REPAIRS, AND UPGRADES OF CUSTOMER EQUIPMENT AND FACILITIES. The Customer shall be responsible, at its expense, for maintaining its equipment, facilities and surrounding landscape in good condition, in compliance with applicable or otherwise applicable codes and industry standards, and in accordance with NMLD’s requirements and specifications. NMLD may require the Customer to furnish satisfactory proof of compliance and may suspend or disconnect service if Customer fails to provide such proof or otherwise fails to comply with this provision.

#### **IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS**

- A. LOAD CHARACTERISTICS. NMLD will determine the character of service to be made available at each location. As provided in Section II.E, NMLD may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect NMLD’s equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of NMLD personnel, or require the installation of regulating equipment, as determined by NMLD in its sole discretion. The Customer shall notify NMLD in writing, in a format approved by the NMLD, 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 NMLD’s written approval, including any damage to NMLD’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 NMLD, as determined in NMLD’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 NMLD and shall, at all times, conform to the requirements of any legally constituted authorities, industry standards and safety codes, and to those of NMLD, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the supplied service for any purpose or with any apparatus that would cause any disturbances or which may impair or render unsafe the service supplied by NMLD to its other Customers. NMLD shall not be responsible for the maintenance or installation of the equipment and property on the Customer's side of the point of common coupling, nor shall NMLD have any duty to investigate the same. NMLD shall be responsible for the meter and the Customer shall be responsible for the meter socket. However, NMLD reserves the right, but not the obligation, to disconnect its service, if to its knowledge and in its judgment, the Customer's installation has become or is dangerous, defective, or in violation of applicable or otherwise applicable safety codes or NMLD's requirements or specifications. The Customer shall be liable for any damage resulting to NMLD'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. NMLD shall not be required to supply or continue service unless all applicable permits and approvals have been obtained or compliance with applicable or otherwise applicable codes has been established.
- F. RESALES PROHIBITED. Service supplied by NMLD 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 NMLD'S EQUIPMENT AND METERS**

- A. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, NMLD will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. NMLD shall specify the type of meter that will be furnished and installed in its sole discretion. All meters installed by NMLD

shall remain the property of NMLD, regardless of whether such meter is repaired or replaced by NMLD at the Customer's expense as provided herein. NMLD shall maintain and test the meters in accordance with applicable laws or regulations, including ANSI Standard 12.1.

- B. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever NMLD determines that unauthorized use of electricity is being made at the service location, NMLD may make any changes to its meters, appliances or other equipment on the Customer's premises or take any other corrective action as may be appropriate under the circumstances to protect the integrity of its service and/or to ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.
- C. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to NMLD, 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 NMLD. If the Customer refuses or fails to do so, NMLD, 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 NMLD's specifications and approval.
- D. ACCESS TO NMLD'S EQUIPMENT AND METERS. At all times, the meter and all other NMLD equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to NMLD at all times for reading, inspection, repairs, replacements, and testing. Access to NMLD's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. NMLD may refuse to supply or may suspend service if access cannot be readily or safely obtained, as determined by NMLD in its sole discretion.
- E. GRANT OF RIGHTS. The Customer hereby gives NMLD permission to access the Customer's premises at all times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing NMLD's meters, equipment or appliances. If access is refused or is otherwise not provided, NMLD 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 NMLD 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. NMLD 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 NMLD in writing, shall disconnect, remove, inspect or

otherwise alter any meter or other equipment or facilities owned by NMLD. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to NMLD's meters or equipment.

- G. RELOCATION OF METERS. Upon request, NMLD will temporarily relocate meters to accommodate construction projects at the service location. The Customer shall be responsible for the safekeeping of NMLD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith.
- H. PROTECTION OF EQUIPMENT, REMEDIES AND LIABILITY. NMLD may impose any additional reasonable conditions or take reasonable actions (and/or impose any restrictions) as it deems necessary for the protection of its equipment, facilities, personnel and/or other customers and to prevent interference with NMLD's meters and/or equipment. The Customer shall be responsible for all costs associated with any damage or interference with NMLD's meters and/or equipment, including the cost of repairs or replacements and the cost of mitigating interference with meters and/or equipment, including, but not limited to the cost of manual meter reading, all as determined by NMLD in its sole discretion. NMLD reserves the right to suspend or discontinue service until full restitution is made and to take other reasonable measures to ensure the safety and protection of its property and its employees. In addition, any person found tampering with such NMLD equipment or meters may be subject to a fine or imprisonment, or both, as provided by G.L. c. 164, Section 126 or other applicable law.
- I. MULTIPLE DWELLING UNITS AND BUILDINGS. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered to be separate Customers and shall be metered individually wherever practicable. If a single family residence is subsequently converted to multiple dwelling units, or if for some other reason it is impractical, in the judgment of NMLD, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. NMLD 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. As provided in Section IV.F, in no circumstances shall electricity be resold to the occupants.

## **VI. ADDITIONAL CUSTOMER RESPONSIBILITIES.**

- A. PROTECTION OF CUSTOMER EQUIPMENT AND APPLIANCES. The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics, similar and other devices can be extremely sensitive to power system transients or loss of voltage. The Customer is solely responsible for

the protection of its equipment and appliances and should consult the equipment manufacturer for suitable devices to protect against these conditions. NMLD 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 NMLD 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 NMLD in writing. NMLD 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 NMLD caused by the changed conditions or installation made without NMLD's express prior approval. NMLD may suspend or refuse to provide service to any location if changes in the Customer's equipment, installation or interconnection fail to meet specifications or requirements prescribed NMLD.
- D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for NMLD to relocate any of its poles, wires, cables or equipment by which the Customer is served, the Customer, at its own expense, shall change the location of its point of delivery to a point readily accessible from the new location, and shall make any change in the wiring system in connection therewith. When the Customer requests the relocation of electric facilities, the Customer shall be responsible for the payment of all costs associated with such relocation in advance to NMLD. It is within NMLD's sole discretion to permit the relocation of the electric facilities when requested by the Customer.
- E. TREE TRIMMING. The Customer shall be responsible, at its expense, for all tree trimming and clearing on its property. The Customer is responsible for taking appropriate safety measures when working near and around electric wires and equipment.

## **VII. RATES, CHARGES AND BILLING**

- A. RATE. NMLD will determine the rate applicable to each Customer based upon such Customer's usage or class of service. Every Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year. The Customer shall remain on the rate for a minimum of twelve month periods, unless the rate is discontinued. If there is a material change in

Customer's usage during such twelve month period, then Customer may submit a written request to NMLD requesting a change in rate prior to expiration of the twelve month period. NMLD may allow a rate change in its discretion. NMLD shall not be liable for any claim that service provided to the Customer might have been less expensive or more advantageous to the Customer if supplied under a different rate. Minimum charges may apply to each billing period or portion thereof as provided in the applicable rate schedule.

- B. CHANGES IN RATE. NMLD'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 will be read at least every other month as provided in the DPU billing and termination regulations, except where access to the meter cannot be obtained on the regular reading date. Bills for regular service charges shall be rendered monthly except when NMLD determines that a different period is required or desirable as permitted by applicable law or regulation. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. NMLD may require payment in advance for such work.
- D. BUDGET AND PAYMENT PLANS FOR RESIDENTIAL CUSTOMERS. NMLD offers budget and payment plans to qualified residential customers in accordance with 220 CMR 25.02. Customers seeking to establish a budget plan shall file a written application on approved forms and shall have a satisfactory credit rating. Customers who have experienced a hardship and are unable to pay overdue charges may contact NMLD to set up a payment plan. NMLD may terminate the budget plan if the Customer fails to make any payment when due. Customers also may be subject to termination for electric service in accordance with 220 CMR. 25.00. In accordance with DPU regulations, residential customers who have experienced a hardship and are unable to pay overdue charges may contact NMLD to set up a payment plan.
- E. DUE DATE. All bills shall be due and payable upon receipt. The bill shall be deemed to be received 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 residential service is not paid in full within the discount period shown on the bill and the amount is not subject to a good faith dispute, the Customer will not be eligible for the prompt payment discount shown on the bill and must pay the full amount of the invoice. For all customers, if a bill is not paid in full within forty-five (45) days of receipt and the amount is not subject to good faith dispute the bill shall be deemed to be past due and service shall be subject to termination in accordance with applicable laws and regulations, and the Customer also may be subject to late payment fees. Any applicable discounts will apply only when all charges have been paid in full and only when

full payment is received by NMLD by the discount expiration date. All claims for billing adjustments must be made before the bill becomes past due.

- F. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer of record and shall be liable for all charges for service until such time as the Customer requests termination of service and a final meter reading is obtained by NMLD. Continuous service will be provided to rental properties during periods of vacancy in accordance with NMLD's policies and procedures. as the service will be put into the landlord's name unless they file an application to have the service shutoff. Landlord will be responsible for paying the charges until a new Customer-of-record is established.
- G. 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, NMLD 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.
- H. ADDITIONAL FEES AND CHARGES. The Customer shall be subject to additional service fees as set forth in the applicable rate schedule and/or other fee schedule.

#### **VIII. SUSPENSION OR TERMINATION OF SERVICE**

- A. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES. NMLD reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to NMLD's equipment or facilities, whether on or off the Customer's premises. NMLD 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 NMLD deems that an emergency exists. However, nothing in this Section shall be deemed to require NMLD to make any such repairs, replacements or changes, at times other than NMLD's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.
- B. NON-COMPLIANCE. NMLD 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 NMLD, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with NMLD's system or service to NMLD's other Customers.

- C. REASONS OF SAFETY OR FRAUD. NMLD may suspend or discontinue service without prior notice in the following situations:
- a. Where the Customer's wiring or equipment is found to be in a dangerous or unsafe condition or for other reasons affecting the health or safety of the public or NMLD's workers; and/or
  - b. If necessary to protect NMLD from fraud or theft.
- D. CAUSES BEYOND NMLD'S CONTROL. NMLD may discontinue or suspend service and remove any NMLD equipment which, in the opinion of NMLD, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond NMLD's reasonable control.
- E. AS PERMITTED BY DPU REGULATIONS. NMLD 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 NMLD PROPERTY. NMLD 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 NMLD endeavors to furnish adequate and reliable service, NMLD 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. NMLD shall not be responsible for any variation or diminution in service, abnormal voltage, or reversal of its service. To the extent such liability may not be disclaimed by law, NMLD shall not be liable for such condition except to the extent that such condition is caused solely by NMLD's gross negligence or willful misconduct. In no event shall NMLD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. NMLD 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, NMLD may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer. If Customers fail to comply with any such allocations or restrictions, NMLD may take such remedial actions as it deems appropriate under the circumstances including, but not limited to, suspension of electric service and/or imposing a surcharge for the Customer's excess use of electricity.

- B. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. NMLD 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 NMLD's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does NMLD 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. NMLD 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 NMLD's service, conductors, appurtenances or other equipment on the Customer's premises.
- C. OTHER EVENTS. Notwithstanding the foregoing limitations, NMLD 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 NMLD or one with whom it has contracted for the supply of electricity.
- D. LIMITATION ON LIABILITY AND DAMAGES. To the extent any of the limitations are deemed invalid or unenforceable, NMLD shall not be liable for injuries or damages to its Customers or any third parties, except to the extent caused solely by its gross negligence. In no event shall NMLD be liable for any special, indirect, or consequential damages of any kind, including, but not limited to, lost profits or loss of revenues, spoilage of goods, or loss of use of equipment, claims from third parties, or any other such damages or economic harm.

## **APPENDIX A – FEES**

Returned Check Fee - \$30.00

Residential Collection Fee - \$15.00

Commercial Collection Fee - \$25.00

Residential Restoration Fee - \$25.00

Commercial Restoration Fee - \$100.00

\*All fees are subject to change without notice.

## **Appendix B - Point of Common Coupling**

Point of Common Coupling shall be as noted in this section or as determined by the Norwood Municipal Light Department (NMLD). Please call the NMLD if uncertain about any service requirements and specifications. This section does not describe the NMLD service requirements, those shall be provided upon request.

### **Residential Overhead Services**

Point of common coupling shall be at the top of the weatherhead on the customer structure (house, condominium, apartment building, etc.) where the customer shall furnish and install a secure mounting device (eye bolt, househook, etc.) to support the overhead line from the utility pole to the customer structure. Customer shall own and maintain all wires along the structure as well as the meter socket. NMLD shall own the meter and shall own and maintain the overhead electric service wires from the pole to the customer structure. Customer is responsible for maintaining a clear direct path from the utility pole to the point of point of common coupling. NLD shall not be responsible for any private property tree trimming.

### **Commercial Overhead Services**

Point of common coupling shall be at the top of the weatherhead on the customer structure (Building, condominium, etc.) where the customer shall furnish and install a secure mounting device (eye bolt, househook, etc.) to support the overhead line from the pole to the customer structure. Customer shall own and maintain all wires along the structure as well as the meter socket. NMLD shall own the meter and shall own and maintain the overhead electric service from the pole to the customer structure. Customer is responsible for maintaining a clear direct path from the utility pole to the point of point of common coupling. NLD shall not be responsible for any private property tree trimming.

### **Residential Underground Services**

Point of common coupling shall be at the utility pole where the underground secondaries shall be connected to the NMLD system. Customer shall be responsible for the entire service from the connection point on the utility pole to the structure, including but not limited to the wire, conduit, meter socket, handhole(s), etc. All work shall be performed in accordance with NMLD Service Requirements.

### **Small Commercial Underground Services (excludes padmount transformer service)**

Point of common coupling shall be at the utility pole where the underground secondaries shall be connected to the NMLD system. Customer shall be responsible for the entire service from the connection point on the utility pole to the structure, including but not limited to the wire, conduit, meter socket, handhole(s), etc. All work shall be performed in accordance with NMLD Service Requirements.

### **Padmount Transformer Services**

Point of common coupling shall be at the bottom of the primary fuse cutout(s) on the utility pole. Customer shall be responsible for furnishing and installing the entire service from the connection

point on the utility pole to the structure, including but not limited to the primary cables, secondary wire, conduit, construction of the concrete transformer pad, meter sockets, handhole(s), etc. The NMLD shall terminate the primary cables after they are installed from the riser pole to the transformer. Customer shall be responsible for all secondary connections in the transformer. All work shall be performed in accordance with NMLD Service Requirements.

**Customer Owned Switchgear and Padmount Transformers**

Point of common coupling shall be at the bottom of the primary fuse cutout(s) on the utility pole. Customer shall be responsible for furnishing and installing the entire service from the connection point on the utility pole to the structure, including but not limited to the primary cables, primary switchgear, secondary wire, conduit, construction of the concrete transformer pad(s), meter sockets, handhole(s), manholes(s), etc. All work shall be performed in accordance with NMLD Service Requirements.