

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583
Telephone (508) 835-3681 Fax (508) 835-2952

TERMS AND CONDITIONS FOR ELECTRIC SERVICE

1. GENERAL PROVISIONS

- 1.1 **APPLICABILITY.** The provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others ("Customers") who are seeking or receiving electric service from West Boylston Municipal Lighting Plant ("WBMLP").
- 1.2 **COMPLIANCE WITH LAWS AND FILED RATES.** Electric service is furnished by WBMLP in accordance with the provisions of Massachusetts General Laws, Chapter 164 insofar as applicable to municipal light plants and in accordance with applicable Rules and Regulations of the Massachusetts Department of Public Utilities (DPU). These Terms and Conditions and WBMLP's Schedules of Rates shall be filed with the DPU and are open to inspection at the DPU and the offices of WBMLP.
- 1.3 **AMENDMENTS AND REVISIONS.** These Terms and Conditions and any Schedule of Rates may be revised, amended, supplemented and otherwise changed from time- to-time upon vote of the WBMLP Board of Commissioners. Such changes, when effective, shall supersede the present Terms and Conditions and/or Schedule of Rates, as applicable, and shall be binding on all Customers.
- 1.4 **INCORPORATION INTO RATE SCHEDULES.** These Terms and Conditions, and any amendment or revision thereto as provided in Section 1.3, shall be deemed to be a part of every rate charged by WBMLP for electric service and shall govern all classes of service where applicable, unless specifically modified by a provision or provisions contained in a particular rate schedule or special written contract between WBMLP and the Customer.
- 1.5 **STATEMENTS BY AGENTS.** No employee, agent, board member, or representative of WBMLP has authority to modify any term, condition, rule, provision, or rate contained herein or in the Schedule of Rates, or to bind WBMLP to any promise or representations contrary thereto.
- 1.6 **EXCLUSIVE SERVICE PROVIDER.** WBMLP shall be the exclusive electric service provider in its service territory. All Customers within WBMLP's electric service territory shall be prohibited from purchasing energy from any other provider. All Customers within WBMLP's electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with WBMLP's express written consent, which may be withheld by WBMLP in its sole discretion, or upon order of the DPU.
- 1.7 **CHOICE OF RATE.** WBMLP will determine the applicable rate based upon the 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. However, unless specifically stated to the contrary, WBMLP shall not be required to

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change rates for any Customer more frequently than once in any twelve month period. WBMLP 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.

2. SERVICE CHARACTERISTICS AND LIMITATIONS

- 2.1 CHARACTER OF SERVICE. The character of service that WBMLP will supply will be that available in the locality in which the service is to be furnished. Except as may be specifically provided in a particular rate schedule, WBMLP does not offer to supply service of nonstandard characteristics, except as may be provided pursuant to Section 3.4.
- 2.2 SINGLE POINT OF DELIVERY. Electric service generally will be supplied to a 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 a separate Customer account and the bill for electric service will be rendered accordingly unless otherwise specifically provided for in the applicable rate schedule.
- 2.3 COMPLIANCE WITH 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.
- 2.4 MULTIPLE DWELLINGS. 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 WBMLP, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. As provided in Section 2.6, in no circumstances shall electricity be resold to the occupants.
- 2.5 TEMPORARY SERVICE. Temporary service is available to any Customer who can be served from WBMLP's existing lines or facilities. The Customer shall be required to pay the total cost of connecting and disconnecting the temporary electric service, including the cost of installation and removal of any poles, wires, transformers, meter equipment or other facilities that may be necessary to provide service. Service will be billed under the regular rate applicable to the type of service supplied. WBMLP may require an advance payment covering WBMLP's estimated costs of installation, disconnection and/or the use of service.
- 2.6 RESALE OF SERVICE PROHIBITED. Electric service supplied by WBMLP shall be for the exclusive use of the Customer for the purpose and class of service specified, and shall not be resold.

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- 2.7 **NO INTERFERENCE.** Electric service shall not be used in such manner so as to cause unusual fluctuation or disturbances in WBMLP's electric system. WBMLP may suspend or discontinue service for the protection of its system or require the Customer to modify its installation and/or install approved controlling devices.
- 2.8 **REFUSALS TO SERVE.** WBMLP 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, financial or otherwise. WBMLP may also refuse to supply service to loads of unusual characteristics that might affect the cost, quality or reliability of service supplied to WBMLP's other Customers. As a condition to providing or continuing service, WBMLP may require any Customer having such unusual loads to install special regulating and protective equipment at the Customer's sole expense in accordance with the WBMLP's requirements or specifications.

3. APPLICATION FOR SERVICE

- 3.1 **SERVICE APPLICATION AND FORMS.** Any person seeking to initiate new electric service or to change or restore electric service shall file a written application on such forms provided or specified by WBMLP. Applications for electric service shall be submitted in person at the office of WBMLP. WBMLP may request any other information as it deems necessary in order to secure payment for all charges and/or to provide efficient and reliable service. Residential Customers may initiate the application process verbally, but WBMLP reserves the right to refuse to commence or to discontinue service until a completed written application with all required information is received.
- 3.2 **SERVICE INFORMATION PROVIDED BY WBMLP.** Upon receipt of a completed application for electric service, WBMLP will inform the Customer of the type and character of the service it will furnish, the point at which service will be delivered and the location to be provided for WBMLP's metering equipment.
- 3.3 **SECURITY DEPOSITS.** WBMLP 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, to secure payment of the Customer's indebtedness to WBMLP. 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.
- 3.4 **SPECIAL CONTRACTS.** Due to unique characteristics or special circumstances of the Customer, upon written request by the Customer, WBMLP may supply electric service which is not available under any standard rate (including auxiliary or parallel operation

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service, service for abnormally large or fluctuating loads, and other types of service under unusual circumstances) pursuant a special contract between WBMLP and the Customer. Such service only will be supplied upon such terms and conditions determined by WBMLP in its sole discretion. Nothing contained herein shall be construed to impose an obligation on WBMLP to enter into a special contract to supply nonstandard service.

- 3.5 **REJECTION FOR UNPAID BALANCE.** WBMLP reserves the right to reject any applications made by or for any Customer whose bills for service remain unpaid at the time of the application. WBMLP may require the execution of a Cromwell Waiver from residential Customers or the payment of such bills in advance of supplying service.
- 3.6 **CONTINGENT UPON RIGHTS.** The supply of electric service is contingent upon WBMLP'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 apparatus. WBMLP also may deny an application for service as provided in Section 2.8 (Refusals to Serve).

4. METERS AND EQUIPMENT

- 4.1 **INSTALLATION OF METERS.** For the purpose of determining the amount of electricity delivered, meters will be installed and owned by WBMLP at locations designated by WBMLP. WBMLP may change its meters at any time.
- 4.2 **ACCESS TO WBMLP METERS AND EQUIPMENT.** At all times, WBMLP's meters and equipment shall be readily accessible to WBMLP for reading, inspection, testing, repairs, replacements and removal. Access to WBMLP's meter and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. WBMLP may refuse to supply or suspend service if access cannot be readily obtained, as determined by WBMLP in its sole discretion. The Customer hereby gives WBMLP permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing, or removing WBMLP's meter, equipment or appliances. If access is refused or is otherwise not provided, the Customer shall be responsible, as a condition of restoration of electric service, for advance payment of costs incurred by WBMLP to obtain access to its meter and/or equipment, including a sheriff or constable fee (such access by a sheriff or constable as provided in Massachusetts General Laws, Chapter 164, Section 116) and the cost of a police detail, if any. WBMLP may take such corrective action as it deems necessary, including suspending service, until access can be obtained.
- 4.3 **TAMPERING PROHIBITED.** No person unless duly authorized by WBMLP in writing shall remove, inspect or tamper with any meter or other equipment owned by WBMLP. No seals shall be broken and no settings shall be changed or modified by the Customer. Persons found tampering with WBMLP's equipment or meters shall be subject to a fine

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of not more than one hundred (\$100) dollars or imprisonment for not more than one (1) year, or both as provided by G.L. c. 164, Section 126 or other applicable law.

- 4.4 **CHANGES TO METERS DUE TO UNAUTHORIZED USE.** Whenever WBMLP determines unauthorized use of electricity by a Customer has occurred, WBMLP may make changes to its meters or other equipment on the Customer's premises, or may take such other corrective action as may be appropriate under the circumstances. As provided in Section 5.6, WBMLP shall have the right to assess charges for electricity from the time of the commencement of the unauthorized use, plus all costs incurred in correcting the condition. WBMLP may require full payment of all charges and costs prior to restoring electric service.
- 4.5 **NO WAIVER OF RIGHTS.** Nothing in this section shall be deemed to constitute a waiver of any other rights of redress which may be available to WBMLP to limit in any way any legal recourse which may be available to WBMLP pursuant to applicable laws or regulations regarding unmetered service and meter tampering.

5. **BILLING AND PAYMENT TERMS; LIABILITY FOR CHARGES**

- 5.1 **BILLING PERIOD.** Unless otherwise specified in the applicable rate schedule, invoices for electric service shall be rendered monthly, except where WBMLP determines that a different billing period is required or desirable as permitted by applicable law or regulation. Charges will be prorated if the length of service differs from the standard billing period..
- 5.2 **PAYMENT FOR SERVICE.** All bills, including bills for equipment or facilities furnished by WBMLP to the Customer shall be 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. If payment is not received in full and the charges (or a portion of the charges) are not in dispute, payment will be applied first to outstanding balances for equipment, repairs, and other construction and maintenance services furnished by WBMLP. After such amounts are paid in full, the remaining amount of the payment will be applied to the outstanding balance for electric service. Payment will be applied first to arrearages, including late payment charges (if applicable), until paid in full, and then to current charges.
- 5.3 **TERMINATION FOR NON-PAYMENT.** For residential customers, electric service may be terminated for non-payment of charges as provided by 220 CMR 25.00. For non-residential customers, electric service may be terminated when the bill remains due and payable for 30days following receipt.
- 5.4 **FINAL BILL.** The bill for electric service rendered up to the date of the last meter reading is payable upon receipt as described above.

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- 5.5 **LIABILITY FOR CHARGES.** The Customer shall be and shall remain the Customer-of-record and shall be liable for all charges for electric service until such time as the Customer requests termination of service and a final meter reading is obtained by WBMLP. In the event that the Customer-of-record fails to give notice of termination of service to WBMLP and WBMLP becomes aware that the Customer has vacated the service location, the Customer shall be liable for all charges for electric service until such time WBMLP either disconnects the meter or a new Customer assumes responsibility for taking service at such service location. WBMLP shall be under no obligation to disconnect the meter if the Customer fails to provide proper notice of termination.
- 5.6 **LIABILITY FOR CHARGES FOR UNMETERED SERVICE.** When the Customer receives electric service that has not been metered, WBMLP will charge the Customer for estimated use at the applicable rate to the fullest extent permitted by law or applicable regulations of the DPU. WBMLP will estimate the bill based upon the Customer's previous history of usage, if available, or based upon subsequent usage over a representative period of time, or both.
- 5.7 **RECONNECTION CHARGE.** The Customer shall pay a reconnection charge if the meter is disconnected and reconnected for any reason within twelve (12) months. The reconnection charge shall be paid in advance of restoration of electric service if electric service has been discontinued or suspended for non-payment of charges or non-compliance with these Terms and Conditions. The reconnection charge shall be \$25.00 for residential meter reconnects, \$35.00 for secondary reconnects, and \$100.00 for primary reconnects. If the seal to any meter at the service location is broken, the Customer shall pay an additional \$25.00 meter resealing fee. The Customer shall be responsible for any additional costs associated with any repairs or replacements to WBMLP's meter, equipment or facilities.
- 5.8 **INCREASE OR DECREASE IN RATE.** In the event of a change to the applicable rate, the effective date of such change shall be reflected in bills on a prorated basis as of the effective date using meter readings made after said effective date.
- 5.9 **LATE PAYMENT CHARGE.** To the extent permitted by law, bills rendered to Customers (except bills rendered to the federal government and bills rendered to the Commonwealth of Massachusetts or any agency, city, town, county or political subdivision thereof) on a monthly basis for which payment has not been received within 60 days of the statement date, will bear interest at 1.5 percent per month on any unpaid balance. Statement date means the date on which the bill is calculated and printed.
- 5.10 **RETURNED CHECK FEE.** The Customer will be charged a minimum fee of \$15.00 for each returned check. WBMLP, at its option, may charge to the Customer the actual costs incurred by WBMLP for each returned check.

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5.11 CASH DISCOUNT. Cash discounts as shown on the bills will be allowed when paid by the discount date stated on the bill. Discounts will not be allowed when arrears are due.

6. LIMITATIONS ON LIABILITY AND DAMAGES AND EXCLUSIONS

6.1 SERVICE QUALITY AND INTERRUPTIONS. While WBMLP endeavors to furnish adequate and reliable service, WBMLP 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 supply electricity or its inability to maintain uninterrupted and continuous service to the extent allowed by law. WBMLP 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 WBMLP's gross negligence or willful misconduct. In no event shall WBMLP be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. WBMLP 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, WBMLP may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer.

6.2 USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. WBMLP shall not be liable for injuries or damage to any person or property resulting from the use of electricity or the presence of WBMLP's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does WBMLP in any way give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. WBMLP shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of WBMLP's service, conductors, appurtenances or other equipment on the Customer's premises.

6.3 OTHER EVENTS. In addition to the foregoing limitations, WBMLP 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 WBMLP or one with whom it has contracted for the supply of electricity.

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7. SUSPENSIONS AND DISCONTINUANCE OF SERVICE

- 7.1 **SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES.** WBMLP reserves the right to suspend electric service at any time for the purposes of making repairs, replacements or changes to WBMLP's equipment or facilities, whether on or off of the Customer's premises. WBMLP 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 WBMLP deems that an emergency exists. Provided however, nothing in this Section shall be deemed to require WBMLP to make any such repairs, replacements or changes, at times other than WBMLP's normal business hours. The Customer normally will be notified in advance to the extent practicable, except in cases of emergency.
- 7.2 **NON-COMPLIANCE.** WBMLP shall have the right to suspend or discontinue electric service if the Customer fails to comply with or perform any of the requirements or obligations of these Terms and Conditions or any applicable service agreement with WBMLP, or if the equipment and/or apparatus of the Customer interferes with WBMLP's system or service to WBMLP's other Customers as provided in Section 8.1.
- 7.3 **REASONS OF SAFETY OR FRAUD.** WBMLP may suspend or discontinue service without prior notice in the following situations:
- i. Where the Customer's wiring is found to be in a dangerous or unsafe condition or for other reasons affecting the health or safety of the public or WBMLP's workers;
 - ii. If necessary to protect WBMLP from fraud or theft.
- 7.4 **CAUSES BEYOND WBMLP'S CONTROL.** WBMLP may discontinue or suspend service and remove any of its equipment which, in the opinion of WBMLP, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond WBMLP's reasonable control.
- 7.5 **AS PERMITTED BY DPU REGULATIONS.** WBMLP may terminate or discontinue service in accordance with or as permitted by the Department of Public Utilities' billing and termination regulations, 220 C.M.R. 25.00, et seq.
- 7.6 **REMOVAL OF APPLIANCES.** WBMLP may remove any or all of its appliances and equipment upon termination or discontinuance of electric service. Such appliances and/or equipment shall not be restored except upon the filing and acceptance of a new application for electric service and full payment of all outstanding charges, including costs of removal and restoration of service.

8. CUSTOMER'S INSTALLATIONS

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- 8.1 **SUITABILITY OF APPARATUS.** All of the Customer's apparatus shall be suitable for compatible operation with the service supplied by WBMLP and the Customer shall not use the service supplied for any purpose or with any apparatus which would cause a disturbance on WBMLP's lines or system so as to impair or render unsafe the service supplied to WBMLP's other Customers. Only authorized WBMLP representatives may make connections to WBMLP's equipment to any delivery point in order to provide electric service. WBMLP reserves the right 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 codes and/or WBMLP's requirements or specifications. The Customer shall be liable for any damage resulting to WBMLP's apparatus or facilities or to other Customers caused by the Customer's failure to comply with any provision of this Section 8.

When the Customer has installed facilities for the generation of electric energy as permitted by WBMLP, the Customer's wiring must be arranged as to make it impossible, by the closing of switches or otherwise, to connect such apparatus with WBMLP's service unless such wiring arrangements have been approved in writing by the WBMLP General Manager. WBMLP may require the Customer to execute a separate agreement concerning the interconnection of the Customer's generation facilities. In no instance may submersible transformers be utilized by the Customer without the express written permission of the WBMLP General Manager.

- 8.2 **COMPLIANCE WITH BY-LAWS.** Before WBMLP will furnish service, the Customer shall comply with all applicable by-laws, codes and requirements of Federal, State or Municipal bodies or authorities and shall furnish satisfactory evidence of such compliance upon request.
- 8.3 **SERVICE TO NEW INSTALLATIONS.** In order to ensure that a Customer's wiring is suitable and proper for the safe and satisfactory reception and use of service to be furnished, WBMLP will not proceed to seal a service meter or make permanent connections at the service point until WBMLP is satisfied that the Customer's installation conforms to applicable bylaws, codes or requirements, as provided in Section 8.2, the National Electric Safety Code, and/or WBMLP's specifications and policies as may be established or amended from time to time. WBMLP may refuse to seal a service meter or make permanent or temporary service connections at the service point until WBMLP has received the Wiring Inspector's written approval of the installation of all wiring within his authority. If the Wiring Inspector has not conducted an inspection within 72 hours after a proper request has been made, WBMLP may, at the discretion of the General Manager, seal such service meters and make such permanent or temporary interconnections as the General Manager deems reasonable; provided however, WBMLP may suspend service if the Wiring Inspector subsequently determines that the Customer's wiring is not in compliance. The Customer's wiring, apparatus and equipment shall at all times, conform to the requirements of any

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legally constituted authorities and to those of WBMLP, and the Customer shall keep such wiring, apparatus and equipment in proper repair.

8.4 **RESPONSIBILITY OF CUSTOMER.** In all cases the Customer is responsible for maintaining facilities, wiring and appliances that are suitable and proper for the safe and satisfactory reception and use of the service to be furnished. Any effort by WBMLP to provide assistance to the Customer shall not be deemed to be an assumption of a duty or liability of WBMLP in the absence of an express written agreement governing such work. All apparatus or facilities provided by WBMLP to supply service shall remain WBMLP's sole property whether or not affixed to the Customer's property, and shall be returned by the Customer in the condition received, ordinary wear and tear excepted. The Customer shall be liable for any and all costs due to damage to WBMLP's property caused directly or indirectly by the Customer while within the Customer's custody or control (including damage occurring as a result of the Customer's failure to take reasonable precautions to protect such property from damage).

8.5 **CHANGES IN CUSTOMER'S CONDITIONS OR INSTALLATION.** The Customer shall provide advance written notice to WBMLP of any proposed change in the Customer's load, other conditions of use, or of any change of purpose or location of the Customer's installation. Such change in the Customer's service conditions or installation shall not be made until WBMLP approves such proposed change in writing. WBMLP may request any such 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 WBMLP caused by the changed conditions or installation made without WBMLP's express prior approval. WBMLP 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 WBMLP.

9. SERVICE INSTALLATION BY WBMLP

9.1 **RIGHTS OF WAY.** WBMLP shall not be required to extend its lines or facilities for the purpose of rendering electric service until it has satisfactory rights of way or easements to permit the installation, operation and maintenance of its lines, equipment and facilities. The Customer, without expense to WBMLP, shall grant or secure for WBMLP all such rights-of-way or easements whether across property controlled by the Customer or by others for the installation and maintenance of WBMLP's equipment and facilities.

9.2 **SERVICE CONNECTIONS, MAINTENANCE AND REPAIRS.** Whenever it is necessary in order to supply electric service to a single Customer to install any pole or poles along a public way, WBMLP will furnish up to two poles and the necessary equipment and wires running between such poles at no additional charge to the Customer. The Customer shall pay the costs of all equipment plus labor for the

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installation of any additional poles, equipment, transformers and wires to provide service to such Customer. All such poles, equipment, transformers, and wires, whether paid for by WBMLP or the Customer, shall become the property of WBMLP and shall thereafter be maintained by WBMLP.

Whenever it is necessary, in order to supply electric service to a single Customer (including multiple units served under a single Customer account), to locate any underground conduit, service cable, poles, wires, risers, transformers or other equipment on private property, all such underground conduit, service cable, wires, poles, risers, transformers or other equipment, up to but not including the meter box, shall be installed, at the Customer's sole expense, by WBMLP or the Customer, in WBMLP's sole discretion. If the work is installed by the Customer, the work shall conform to WBMLP's requirements and specifications and shall be subject to WBMLP's inspection and approval. Thereafter, the facilities shall become the property of WBMLP. The meter box and service entrance conductor to the main disconnect switch shall be installed by the Customer, at its sole expense. The meter box must be located on the outside of the building at a height of three feet to five feet above the ground. The meter box location shall be approved by WBMLP. The service meter will be installed and owned by WBMLP.

All equipment shall meet any and all requirements and specifications prescribed by WBMLP. In the event that any underground conduit, service cable, poles, wires, risers, transformers or other equipment located on private property to serve a single Customer (including multiple units served under a single Customer account) must be repaired or replaced, all such underground conduit, service cable, poles, wires, risers, transformers or other equipment, up to but not including the meter box, shall be repaired or replaced by WBMLP at the Customer's sole expense and shall thereafter become the property of WBMLP.

Whenever it is necessary, in order to provide service to a single Customer (or multiple units served under a single Customer account), to dig any trench, the excavation and preparation of the trench shall be the responsibility of the Customer. The trench shall be dug thirty-six inches deep and then filled with six inches of sand. After the conduit is installed by WBMLP, it shall be the Customer's responsibility to add another six inches of sand over the conduit and then refill the trench. The trench shall be dug as straight as possible with no angle greater than ninety degrees or any combination of angles greater than 180 degrees. WBMLP reserves the right to inspect the trench and approve the excavation work for suitability of its installation of the conduit.

- 9.3 **RIGHTS ON CUSTOMER'S PREMISES.** The Customer shall furnish WBMLP, without charge, a suitable location for all of WBMLP's property and equipment necessary in furnishing electric service. WBMLP shall have access to the Customer's premises at all reasonable times to install, read, inspect, test, operate, maintain or repair its equipment as provided in Section 4.2, to discontinue service and to remove any of its

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equipment, to determine the rate or rates for the Customer's electric service, and for any other proper purposes.

- 9.4 **CHANGES IN LOCATION.** If upon the request of a Customer or upon the order or directive of any governmental authority, WBMLP places its overhead wires underground or changes the location of any of its service facilities; WBMLP may require the Customer to change its portion of the service connection, at the Customer's sole expense, in order to make the Customer's service connection compatible with the WBMLP's changed facilities.
- 9.5 **DISTRIBUTION SYSTEM UPGRADES.** Whenever it is necessary, in order to upgrade the distribution system, to replace or modify any underground conduit, service cable, poles, wires, risers, transformers or other equipment on private property, all such underground conduit, service cable, wires, poles, risers, transformers or other equipment, up to but not including the meter box, regardless of where located (public or private property) shall be replaced or modified by WBMLP at the Customer's sole expense and shall thereafter become the property of WBMLP.