

**BOYLSTON MUNICAL LIGHT DEPARTMENT
GENERAL TERMS AND CONDITIONS
FOR ELECTRIC SERVICE**

M.D.P.U. #132
Cancels M.D.T.E. #130

I. APPLICABILITY

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or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”).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

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 BMLD 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 BMLD 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 BMLD’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. BMLD shall be the exclusive electric service provider in its service territory. Any resident or Customer within BMLD’s electric service territory shall be prohibited from purchasing energy from any other entity or person. Any resident or Customer within BMLD’s electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with BMLD’s express written consent, which may be withheld by BMLD in its sole discretion, or upon order of the DPU.
- B. SERVICE APPLICATION. Any person seeking to initiate temporary or permanent service or to change, restore, or discontinue service shall complete and sign a written application on such forms provided or specified by BMLD. Such application shall be submitted at least five (5) days in advance of the requested service date. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. BMLD may request any other

information as it deems necessary to secure payment for all charges and to provide efficient and reliable service.

- C. SECURITY DEPOSITS. BMLD may require any Customer, upon application for service or at any time, to furnish a security deposit in the form of cash or check, equal to an estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. If a prior history of usage is established, the estimate shall be based on the highest three-month period of service. For new commercial and industrial Customers, BMLD will calculate the amount of the security deposit based on the information reasonably available for electric usage for the type of business in which the Customer is engaged. BMLD may adjust the amount of the security deposit as necessary consistent with the Customer's usage history and as otherwise may be necessary to ensure that the full deposit is maintained. The security deposit may be maintained for the full term of service. Interest on security deposits held longer than six months shall be paid to the Customer or credited to the Customer's account in accordance with applicable laws or regulations. BMLD 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 BMLD's ability to secure and retain the necessary location(s), rights-of-way or other property rights for its poles, wires, conduit, cable, and other equipment or apparatus. The Customer, at its sole expense, shall provide or secure any necessary permits, licenses, certificates, easements or rights-of-way on private property as may be required to enable BMLD to install and furnish the service for which application is made. BMLD, 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. BMLD reserves the right to refuse to supply service to new Customers or to supply additional load to any existing Customer if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service, or the difficulty of access thereto is such that it causes an undue hardship on BMLD, financial or otherwise. BMLD also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to BMLD's other Customers. As a condition to providing or continuing service, BMLD may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by BMLD, at the Customer's sole expense.
- F. REJECTION FOR UNPAID BALANCE. BMLD 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 BMLD's discretion, BMLD 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 NEW SERVICE AND SERVICE CONNECTIONS

- A. CUSTOMER'S WIRING. The Customer is responsible for the installation of all equipment and wiring on the Customer's premises to the point of entrance, as specified by BMLD. The Customer's wiring and electrical equipment shall comply with applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and BMLD'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. BMLD may refuse to provide service until the Customer's wiring has been approved for energization or if BMLD determines that the Customer's installation does not comply with applicable requirements.
- B. EXTENSION OF DISTRIBUTION SERVICE. The extension of new service shall be subject to BMLD's requirements and specifications and at the Customer's expense. The installation of underground service shall be subject to BMLD's Terms and Conditions for the Installation of Underground Distribution and any additional policies, requirements and specifications applicable to underground installations. BMLD also may require the execution of a separate construction agreement to address major or unusual new service installations, as determined by BMLD. When system-wide improvements are required, as determined by BMLD, 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 BMLD's actual costs for labor and materials, including engineering and design.
- C. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. BMLD reserves the right to impose any Customer-specific engineering requirements or specifications, as BMLD, 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 BMLD's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.
- D. EQUIPMENT. BMLD 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. Customers requiring a nominal transformer capacity of 300 kVA or more shall furnish transforming and protective equipment, including a mat and/or vault, primary and secondary cables, conduits, and other associated equipment, at its expense and in accordance with BMLD's requirements and specifications.

- E. CUSTOMER INSTALLATIONS. When BMLD requires the Customer to install equipment and facilities for the extension of electric service, all such work shall be performed in a workmanlike manner in accordance with applicable codes and prevailing industry standards, and shall be subject to BMLD's inspection and written approval. Service shall not be connected to BMLD's facilities until BMLD's written approval is obtained. BMLD may suspend or disconnect service if the Customer's installation subsequently fails to satisfy applicable codes, standards or BMLD's requirements or specifications.
- F. OWNERSHIP OF EQUIPMENT AND FACILITIES. All equipment and facilities up to the delivery point, whether installed by the Customer or BMLD, shall be owned by BMLD. All meters shall be owned by BMLD. Provided however, the Customer shall supply and maintain ownership of transformers over 225 KVA. BMLD will supply and own transformers up to and including 225 KVA.
- G. REPLACEMENTS, REPAIRS, AND UPGRADES OF CUSTOMER EQUIPMENT AND FACILITIES. The Customer shall be responsible, at its expense, for maintaining its equipment and facilities in good condition, in compliance with applicable codes, and in accordance with BMLD's requirements and specifications. BMLD may suspend or disconnect service if Customer fails to comply with this provision.

IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

- A. LOAD CHARACTERISTICS. BMLD will determine the character of service to be made available at each location. As provided in Article II, Section E, BMLD may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect BMLD's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of BMLD personnel, or require the installation of regulating equipment, as determined by BMLD in its sole discretion. The Customer shall notify BMLD in writing, on a form approved by the BMLD, 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 BMLD's written approval, including any damage to BMLD'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 BMLD, as determined in BMLD'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 BMLD and shall, at all times, conform to the requirements of any legally constituted authorities and to those of BMLD, 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 BMLD to its other Customers. BMLD shall not be responsible for the maintenance or installation of the equipment and property on the Customer's side of the delivery point, nor shall BMLD have any duty to investigate the same. However, BMLD reserves the right, but not the obligation, to disconnect its service, if to its knowledge and in its judgment, the Customer's installation has become or is dangerous, defective, or in violation of applicable safety codes or BMLD's requirements or specifications. The Customer shall be liable for any damage resulting to BMLD'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. BMLD shall not be required to supply or continue service unless all applicable permits and approvals have been obtained or compliance with applicable codes has been established.
- F. RESALES PROHIBITED. Service supplied by BMLD 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. INSTALLTION, ACCESS AND PROTECTION OF BMLD'S EQUIPMENT AND METERS

- A. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, BMLD will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied, on meter sockets or troughs provided and wired by the Customer. At BMLD's option, service may be metered at the Customer's utilization voltage or on the high tension side of the transformer through which service is furnished. All meters installed by BMLD shall remain the property of BMLD, regardless of whether such meter is repaired or replaced by BMLD at the Customer's expense as provided herein. BMLD shall maintain and test the meters in accordance with applicable laws or regulations.
- B. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever BMLD determines that an unauthorized use of electricity is being made at the service location, BMLD may make any changes to its meters, appliances or other equipment on the Customer's premises or take any other corrective action as may be appropriate under the circumstances to ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.
- C. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to BMLD, 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 BMLD. If the Customer refuses or fails to do so, BMLD, 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 BMLD's specifications and approval.
- D. ACCESS TO BMLD'S EQUIPMENT AND METERS. At all times, the meter and any other BMLD equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to BMLD at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to BMLD's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. BMLD may refuse to supply or may suspend service if access cannot be readily obtained, as determined by BMLD in its sole discretion.
- E. GRANT OF RIGHTS. The Customer hereby gives BMLD permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing BMLD's meters, equipment or appliances. If access is refused or is otherwise not provided, BMLD 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 BMLD 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. BMLD 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 BMLD in writing, shall disconnect, remove, inspect or otherwise tamper with any meter or other equipment or facilities owned by BMLD. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to BMLD's meters or equipment. Upon request, BMLD will temporarily relocate meters at no additional cost to accommodate construction projects at the service location. The Customer shall be responsible for the safekeeping of BMLD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith. BMLD may impose any additional reasonable conditions as it deems necessary for the protection of its equipment and facilities. The Customer shall be responsible for all costs associated with any damage or interference with BMLD's meters and/or equipment, including the cost of repairs or replacements as determined by BMLD in its sole discretion. BMLD reserves the right to suspend or discontinue service until full restitution is made and to take other reasonable measures to ensure the safety and protection of its property. In addition, any person found tampering with such BMLD equipment or meters may be subject to a fine or imprisonment, or both, as provided by G.L. c. 164, Section 126 or other applicable law.
- G. MULTIPLE DWELLING UNITS AND BUILDINGS. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be separately metered and considered as separate Customers, whenever practicable. If a residence is converted to multiple units, or for some other reason it becomes impracticable in the judgment of BMLD to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or general service rate. When BMLD requires the use of a single meter to measure total consumption, the Customer shall bring wiring to a central point. The wiring and location of the central point shall be subject to BMLD's approval. BMLD shall have the option, but shall not be required to install separate service for any garage, barn, or other out-building if such service may be supplied from the main premises. Landlord customers shall comply with the requirements of the State Sanitary Code.

VI. ADDITIONAL CUSTOMER RESPONSIBILITIES.

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

the protection of its equipment and appliances and should consult the equipment manufacturer for suitable devices to protect against these conditions. BMLD 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 BMLD 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 BMLD in writing. BMLD 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 BMLD caused by the changed conditions or installation made without BMLD's express prior approval. BMLD 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 BMLD.
- D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for BMLD to relocate any of its poles, wires or cables by which the Customer is served, the Customer, at its own expense, shall change the location of its point of delivery to a point readily accessible from the new location, and shall make any change in the wiring system in connection therewith.

VII. RATES, CHARGES AND BILLING

- A. RATE. BMLD 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. BMLD 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. BMLD's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with G. L. c. 164, § 58. Service shall be billed at the new rate as of effective date.
- C. BILLING. All meters shall be read at least every other month as provided in the DPU billing and termination regulations, except where access to the meter cannot be obtained on the regular reading date. Bills for regular service charges shall be

rendered monthly, except when BMLD determines that a different billing period is required or desirable as permitted by applicable law or regulation, such as on a bimonthly basis. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. BMLD may require payment in advance for such work.

- D. DUE DATE. All bills shall be due and payable upon receipt. The bill shall be deemed to be received on the date of hand delivery or three days following the date of mailing, as applicable, unless otherwise specified in the applicable rate schedule. If a bill for monthly residential service is not paid in full within forty-five (45) days of receipt of the original invoice and the amount is not subject to a good faith dispute, the invoice shall be deemed to be past due and service shall be subject to termination in accordance with applicable laws and regulations. The Customer also may be subject to late payment fees. Bills for non-residential service shall be deemed to be past due if not paid in full within twenty-five (25) days from the billing date, at which time, service shall be subject to termination and late payment fees.
- E. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer of record and shall be liable for all charges for service until such time as the Customer requests termination of service and a final meter reading is obtained by BMLD. All requests for termination shall be in writing on such forms required by BMLD. Continuous service will be provided to rental properties during periods of vacancy upon the filing of an application for continuous service pursuant to which the property owner or management company agrees to pay for the charges until a new Customer-of-record is established.
- F. LIABILITY FOR UNMETERED SERVICE AND UNBILLED CHARGES. When the Customer receives service that has not been metered or has not been charged due to a billing error or otherwise, BMLD may issue a make-up bill for the unbilled charges. The charges will be based on the actual use (if available) or estimated use (if actual meter readings are not available), at the applicable rate(s) for service during the period of unmetered or unbilled use.
- G. ADDITIONAL FEES AND CHARGES.
- Reconnection Fee.** The Customer shall be subject to a reconnection fee for each reconnection of service. The reconnection charge during normal business hours shall be subject to a \$100. Additional charges may apply if service is restored after normal business hours.
- Late Payment Fee.** To the extent permitted by law and unless otherwise specified in the applicable rate schedule, past due bills where such amount(s) is not subject to dispute, may bear interest on any unpaid balance, including any

outstanding interest charges, at a rate equal to the lower of (i) 1.5% per month and (ii) the maximum rate allowed by law, from the date that the bill was considered past due.

Returned Check Fee. BMLD may charge a minimum fee of \$25 for each returned check. BMLD, at its option, may charge to the Customer the actual costs incurred by BMLD for each returned check.

Meter Changes. Meter changes at the Customer's request are subject to a \$50 fee. The fee will be refunded if the meter is found to be inaccurate.

Temporary Service Connections. A \$50 charge will be assessed for temporary connections to construction sites for which permanent service will be sought. The Customer shall pay the actual cost for labor and materials for temporary connections for short-term events, such as fairs and carnivals.

Overhead Line Extensions. The Customer shall be charged \$4.00 per lineal foot for single phase service and \$8.00 per lineal foot for three-phase service, plus the cost of labor and materials poles and associated facilities and equipment required to extend service.

Underground Service. Work performed by BMLD for underground service will be charged in accordance with BMLD's Terms and Conditions for the Installation of Underground Distribution.

Engineering Rate. Where applicable, all engineering services, including layout of pole line, will be charged to the Customer at a rate of \$50 per hour for services performed by BMLD. Outside engineering services shall be billed at actual cost.

Disconnection Fee. The Customer may be charged a disconnection fee of \$100, including temporary disconnections.

VIII. SUSPENSION OR TERMINATION OF SERVICE

- A. **SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES.** BMLD reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to BMLD's equipment or facilities, whether on or off the Customer's premises. BMLD 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 BMLD deems that an emergency exists. However, nothing in

this Section shall be deemed to require BMLD to make any such repairs, replacements or changes, at times other than BMLD's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.

- B. NON-COMPLIANCE. BMLD 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 BMLD, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with BMLD's system or service to BMLD's other Customers.
- C. REASONS OF SAFETY OR FRAUD. BMLD may suspend or discontinue service without prior notice in the following situations:
 - 1. Where the Customer's wiring or equipment is found to be in a dangerous or unsafe condition or for other reasons affecting the health or safety of the public or BMLD's workers; and/or
 - 2. If necessary to protect BMLD from fraud or theft.
- D. CAUSES BEYOND BMLD'S CONTROL. BMLD may discontinue or suspend service and remove any BMLD equipment which, in the opinion of BMLD, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond BMLD's reasonable control.
- E. AS PERMITTED BY DPU REGULATIONS. BMLD may discontinue service in accordance with or as permitted by the DPU's billing and termination regulations, 220 C.M.R. 25.00, *et seq.*
- F. REMOVAL OF APPLIANCES. BMLD 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 BMLD endeavors to furnish adequate and reliable service, BMLD 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. BMLD 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 BMLD's gross negligence or willful misconduct. In no event shall BMLD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. BMLD 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, BMLD may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer.

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

Any person performing work in proximity to BMLD's lines is responsible for taking all precautions and observing federal and state requirements when working or using any tools, machinery, and construction equipment near or in the vicinity of electric lines.

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

Effective: September 8, 2014