



# *Mansfield Municipal Electric Department*

*125 High Street, Unit 1; Mansfield, Massachusetts 02048*

## **CUSTOMER SERVICE TERMS AND CONDITIONS**

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## **ARTICLE 100**

### **GENERAL INFORMATION**

**101 – Purpose.** The Mansfield Municipal Electric Department (“Department”) *Customer Service Terms and Conditions manual* is issued to provide information regarding service requirements to the Department’s Customers (“Customers”). The requirements contained herein are supplementary to the Department’s *Schedule of Rate and Terms and Conditions* as filed from time to time with the Massachusetts Department of Public Utilities (“MDPU”). Additional information regarding electrical Service can be found in the Department’s *Information and Requirements for Electric Service and Construction Requirement for New Developments – Residential and Commercial/Industrial*, which are available at the Department.

The following terms and conditions are a part of all rates and compliance by the Department’s Customer with these terms and conditions is a precedent to the initial and continuing supply of electricity by the Department.

The supply of electric service is contingent upon the Department’s ability to secure and retain the necessary location for its poles, wires, conduit, cable and other apparatus. The character of service to be made available at each location will be determined by the Department and is specified in *Information and Requirement for Electric Service*.

No agent or employee of the Department is authorized to orally modify any term, provision or rate of the Department.

**102 – Scope.** The information contained in this booklet applies primarily to electric service requirements for installations at voltages not exceeding 600 volts. Certain parts of these requirements refer to voltages above 600 volts. However, service installations at higher voltages are subject to and governed by other requirements; contact the Department for more information.

**103 – Effective Date and Revisions.** The Department’s policy *Customer Service Terms and Conditions* is effective upon issuance.

Revisions of this information will be made from time to time when necessary and the Department reserves the right to make such revisions. The Department cannot guarantee to give notice of revisions to all persons who may have received this booklet; however, current copies of this policy manual will be available from the Department.

**104 – Enforcement of Rules.** The Department requires that all wiring intended for connection to its electric system shall be installed in accordance with the rules of all applicable Nation, State and Local Electrical Codes and with the laws and ordinances of State and Town authorities having jurisdiction over the area in which the work is located, and with the requirements set forth in this booklet, as well as in the Department’s *Information and Requirements for Electric Service*.

**105 – Application for Service.** Service cannot be supplied unless and until the Customer applies at the Department’s Business Office, files the necessary signature card and renders payment for all fees and security deposits, as may be required, and completes a “Request for Electrical Service”

application form and a service load calculation form, both of which are available from the Department. Applications for electric service and requests to discontinue or restore service require three (3) business days' notice.

**106 – Customer of Record.** The current Customer shall be and remains the Customer of record and shall be liable for the cost of service taken until time as the Customer of record requests termination of service and a final meter reading is recorded.

The new Customer of record or owner of the property must call in advance or the meter will be removed and subject to a minimum \$40.00 reconnection charge and other applicable amount determined by the Department.

**107 – Residential Home Energy Loss Prevention.** The Department offers its residential Customers several energy efficiency programs, ranging from rebates for purchasing certain Energy Star qualified appliances to home energy audits. Contact the Department's business office for complete information.

**108 – Grant of Rights.** The Customer hereby gives MMED permission to access the Customer's premises at all times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing MMED's meters, equipment or appliances. If access is refused or is otherwise not provided, MMED 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 MMED 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. MMED shall not be liable for any damage caused in obtaining lawful access to the premises.

## **ARTICLE 200 BILLING REMEDIES**

**201 – Bills.** All bills shall be due and payable upon receipt but are considered overdue 25 days from the invoice date. For purposes of this section and the following section, the date of receipt of a bill by a Customer shall be presumed to be three (3) days following the date of mailing. However, in accordance with MDPU regulations 220 CMR 25, bills rendered to residential Customers shall not be due for purposes of terminating service for non-payment until 45 days from the date of receipt.

**202 – Department Disconnection of Electric Service.** Subject to the provisions of the Department's requirements regarding meter tampering and applicable regulations of the MDPU, the Department shall have the right to discontinue electric service on due notice and to remove its property from the Customers premises in the event the Customer fails to pay any bill due the Department for each service, or fails to perform any of its obligations to the Department. After such discontinuance, a minimum reconnection charge of \$40.00 and any other applicable charge determined by the Department shall be paid before service can be restored.

The Department reserves the right to discontinue the supply of service and/or remove its equipment from the Customer's premises if the Customer fails to comply with the provisions of the Tariffs, Terms and Conditions and Requirements for Service or any supplementary or special agreement entered into with the Department, subject to any applicable billing and termination procedures of the MDPU. The Department may also discontinue service and remove its equipment from the Customer's premises in case of violation of any general laws, local ordinances or by-laws, or government regulations. In these circumstances, the Department may assess a minimum Account Restoration Charge of \$40.00 and any other applicable amount determined by the Department upon such discontinuance of service. See Article 600 for the Department's termination for non-payment policy.

## **ARTICLE 300 RATE SCHEDULES**

**301 – Rate Schedule Changes.** Any reclassification of rate schedules under which a Customer receives service shall be implemented in accordance with the Department's tariffs; provided, however, that charges applicable under the new rate requested by the Customer shall not be applied retroactively to the Customer's service.

Pursuant to M.G.L. c.164, the Department reserves the right to change its tariffs, rates and terms and conditions at any time. The Department provides various services under its rates, special contracts and terms and conditions.

The Department's rates are on file at the MDPU and are also available online at [www.mansfeldelectric.com](http://www.mansfeldelectric.com).

## **ARTICLE 400 BILLING PERIOD**

**401 – Measurement of Electricity.** Meters for the purpose of recording Customers energy consumption shall be installed by the Department at locations designated by the Department. The Department may, at any time and without notice, change any meter installed by it. The Department may also change the location of any meter, provided that the cost of the change shall be borne by the Department except when such change is made to stop unauthorized and/or unmetered use of electricity.

If more than one meter is installed, unless it is installed at the Department's option, the Monthly Service Charge for service delivered through each meter shall be computed separately under the applicable rate.

**402 – Billing Period.** Whenever reference is made to "month" in connection with electricity delivered, service furnished or payments to be made, it shall mean the period between two (2) successive regular monthly meter readings, the second of which occurs in the month to which reference is made.

**403 – Demand.** The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute periods as herein defined. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument during the billing period. In the case of extremely fluctuating loads, however, where the demand based on the average over fifteen-minutes does not fairly represent the maximum demand imposed by the Customer, the Department reserves the right to bill the demand based upon the instantaneous peak or the peak for a shorter period than fifteen-minutes.

**404 – Holidays.** Holidays applicable to the Department’s tariffs are as follows on the dates that they are observed in the Department’s service territory: New Year’s Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve after 12noon and Christmas Day.

## **ARTICLE 500**

### **RESIDENTIAL CUSTOMER DEPOSIT POLICY**

**501 – Deposit Policy.** Mansfield Municipal Electric Department (MMED) requires a security deposit for all residential accounts at the time of establishing service or moving from one location to another. The value of such security deposit shall be in the amount as stated in the table below:

Type of Account	Amount
Small Electric Account	\$150.00
Typical Electric Account	\$300.00
Known Electric Heating Account	\$500.00
Note: MMED's Business Manager will determine, at the time the account is set up and based on prior billing of the account, which accounts will qualify as “small” and “typical”.	

- 1) Collection of the security deposit value can be waived only under the following conditions:
  - a. Applicant for service is identical to the recorded owner of property. Proof of ownership is the responsibility of applicant requesting service.
  - b. Applicant for service is an existing customer of record with excellent payment history over the most recent 24 months (no overdue arrears)
- 2) Deposits will be collected in the form of cash, check or credit card payments.
- 3) If the deposit is made by check the account will not be considered active until the check clears. If the check is returned for insufficient funds, the electric service, if already activated, will be shut off until a cash deposit is collected from the customer. In addition to the cash deposit, a returned check fee will be charged to the Customer, see Section 907 - Returned Check in this policy manual for the returned check fee.

- 4) All existing security deposits collected will be held until the Customer of record no longer has active service with MMED.
- 5) All accounts shall accrue interest, which will be credited to the account annually, in accordance with the provisions of M.G.L. Chapter 164, Section 58A.
- 6) If a customer moves from one rental unit to another rental unit within the town, the deposit that the customer held on the old account will be transferred to the new account. If the class of service is not comparable (i.e. if the customer moves into an electric heat unit but was not in one previously, etc.), an additional deposit may be required or a portion of the deposit may be returned, depending on the amount of deposit previously held and the amount of deposit required on the new unit.
- 7) After one year of service, the Customer of record may appeal to MMED to have the amount held as a security deposit reduced. MMED will examine the Customer's 12 months prior usage and compute 3 months of average charges on the particular account. MMED, at its sole discretion, shall determine if the 3 month average billing of a Customer's consumption warrants a reduction in the amount held as a security deposit for that Customer.
- 8) If the Customer of record dies and the account is closed, the security deposit will be refunded to the estate of the Customer of record.

## **ARTICLE 600**

### **TERMINATION OF ELECTRIC SERVICE DUE TO NON-PAYMENT POLICY**

**601 – Non-Payment Policy.** In the event the Department wishes to terminate electric service for non-payment, it will issue a notice of termination specifying the amount past due and the planned date of termination, consistent with Massachusetts Department of Public Utilities 220 CMR 25.00.

- A. The past due amount must be paid by 4:00pm on the "Amount Due Date" shown on the termination notice or the Department will be forced to terminate service within a reasonable time thereafter.
- B. If it becomes necessary to terminate service, the entire amount, plus a minimum \$40.00 reconnection charge and any other applicable amount determined by the Department, shall be paid before service can be restored. Reconnections performed outside normal business hours shall also be charged a four (4) hour minimum call-out charge.
- C. The Department and the Customer may enter into a mutually satisfactory payment arrangement **prior** to the due date specified on the termination notice by contacting the Department's Customer Service Department at 508-261-7361 during the Department's regular business hours: Monday, Tuesday and Thursday 8am-4pm; Wednesday 8am-8pm and Friday 8am-12noon.

The following conditions shall apply to any payment plan:

1. Accounts with no payments for any 90 consecutive day period shall be required to pay the past due account balance in full to prevent termination.
2. Payment plans require that half (1/2) of the past due amount shall be paid prior to the due date of the termination notice then the remaining balance will be evenly divided into payments to be made weekly, bi-weekly or monthly.
3. Current charges must be paid in full and will be due **in addition** to the payments on the past due balance.
4. Customer who cannot meet the above requirements should call Mansfield Social Services at 508-261-7464.
5. Should the Customer fail to make any of the agreed payments and it becomes necessary to terminate service, the entire past due amount plus a \$40.00 reconnection charge and any other applicable charge determined by the Department, shall be paid before service can be restored. Further payment plans may be offered at the Department's discretion.
6. If a check issued to the Department for payment on a termination notice is returned from the bank for insufficient funds, the Department can make a determination to no longer accept checks for payment on the Customer's account. All future payments must then be paid in cash, credit card, money order or cashier's check.

D. You have a Right to Utility Service (Residential Customers Only), under Massachusetts Department of Public Utilities 220 CMR 25.03, if:

a. It is certified to the Department:

1. **That the customer or someone living in the customer's home is seriously ill.** You have the right to service anytime during the year if you or a member of your family has a serious illness **and** you cannot afford to pay overdue utility bills because you have a financial hardship. Have your physician notify MMED immediately at 508-261-7361. Within seven (7) days of the phone call, **your physician must certify in writing to the Department that a serious illness exists.** The certification must be renewed every three (3) months or every six (6) months if the illness has been certified as chronic. Your



failure to renew such certification of serious illness as explained may result in your service being terminated.

2. **That there is domiciled in the home of the customer a child under 12 months of age.** You have the right to service anytime during the year if there is a child under 12 months of age in your household **and** you cannot afford to pay overdue utility bills because you have a financial hardship. **You must provide a copy of the birth certificate of the child under 12 months who is living in the household.** ***A FINANCIAL HARDSHIP FORM IS ALSO REQUIRED.***
  3. **Between November 15<sup>th</sup> and March 15<sup>th</sup> that the customer's service provides heat or operates the heating system and that the service has not been shut off for nonpayment before November 15<sup>th</sup>.** ***A FINANCIAL HARDSHIP FORM IS ALSO REQUIRED.***
  4. **That all adults domiciled in the home are 65 years of age or older and a minor resides in the home.** Your utility company cannot discontinue your service for failure to pay a past due bill, unless it has the express approval of the Massachusetts Department of Public Utilities. ***A FINANCIAL HARDSHIP FORM IS ALSO REQUIRED.***
- b. **The Customer is unable to pay any overdue bill, or any portion thereof, because of financial hardship as defined in 220 CMR 25.01**
- (a). The customer shall renew the financial hardship form every three (3) months.

**Note the above rights do not waive the Customer's requirements to pay their electric bill.**

## **ARTICLE 700**

### **AUXILIARY AND TEMPORARY SERVICE**

**701 – Auxiliary Service.** Electric service supplied by the Department shall not be used to supplement or relay, or act as a standby to any other service, unless the Customer shall make such guarantees in respect to the payment for such services as shall be just and reasonable in each case. Service cannot be resold. Where such service is supplied, the Customer shall not operate an electric system in parallel with the Department's system without the consent of the Department, and then only under such conditions as the Department may specify from time to time.

**702 – Temporary Service.** Temporary service is service which will not continue for a sufficient period to yield the Department adequate revenue at its regular rates to justify the expenditures necessary to provide such service. The Department shall require a Customer requesting temporary

service to pay a minimum charge of \$230.00, or the full amount of the estimated cost of installing and removing the requested connection, in advance of the installation of the connection by the Department, in accordance with the Department's *Information and Requirements for Electric Service* (booklet available upon request from the Department). In addition, the Customer shall be required to make payments for electricity at the applicable rates.

## **ARTICLE 800**

### **LIABILITIES/PROVISIONS OF SERVICE**

**801 – Electric Supply Disruption.** Whenever the integrity of the supply of electric service may be threatened by conditions on the Department's system or on a part or parts of the transmission and/or distribution system with which the Department is interconnected, the Department, in its sole judgment, may curtail or interrupt electrical service to the Customer and such curtailment or interruption shall not constitute default by the Department. The Department shall not be responsible for any failure to supply electric service nor interruption or abnormal voltage of the supply or any damage resulting from the restoration of service if such failure, interruption, abnormal voltage, or damage is without willful misconduct or gross negligence on its part.

The Department shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service if such interruption, abnormal voltage, discontinuance or reversal is without willful misconduct on the part of the Department, or is due to causes beyond its immediate control whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, or failure to receive any electricity for which in any manner contracted, or due to the operation in accordance with good utility practice of an emergency load reduction program by the Department or one with whom it has contracted for a supply of electricity, or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Department is unable for any of the causes enumerated above to supply electricity for a continued period of two (2) days or more, that upon written requests from the Customer, the demand charge, if any, may be suspended for the duration of such inability.

Unless there is gross negligence on the part of the Department, the Department shall not be liable for damages to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Department's appliances and equipment on the Customer's premises. In any event, for non-residential Customers served under General Service rates, the Department shall not be liable in contract, in tort (including negligence under G.L. c.258 and Mass G.L. c.93A), strict liability or otherwise for any special, direct or indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customer of the Customer or other economic harm.

The Department shall collect all sales, excise or other taxes imposed by governmental authorities with respect to the sale of electricity. It shall be the Customer's responsibility to identify and request any exemption from the collection of such taxes by filing appropriate documentation with the Department.

Neither by inspection nor non-rejection nor in any way does the Department 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. The Department shall not be liable for damages resulting in any way from the supplying of use of electricity or from the presence or operation of the Company's service, conductors, appurtenances or other equipment on the Customer's premises.

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

## **ARTICLE 900 FEES AND CHARGES**

**901 – Temporary Disconnect of Service.** Upon written request of a Customer, the Department will arrange for a temporary disconnect of service. No service charge shall apply for each temporary disconnection and each reconnection during normal business hours. However, a charge will be imposed for after-hours work. Contact the Department for after-hours charges.

**902 – Removal of Service Drop.** There will be no charge for temporary removal of a service drop from a structure to facilitate structural change, siding, moving of service, moving of structure, etc., providing that 48 hours' notice is provided to the Department and work is performed during normal Department construction hours.

**903 – Meter Test.** All meter tests will be performed by the Department for a charge of \$50.00. Upon request of the Customer, the meter will be sent to an independent testing company. The entire cost of third party testing as requested by the Customer shall be passed on to the Customer. If the meter is found to be inaccurate, no fee will be assessed. A meter shall be deemed inaccurate if it registers more than two percent (2%) above or below the standard measure approved by the MDPU.

**904 – Tampered Meter.** When a meter is determined, by the Department, to have been tampered with, a \$200.00 reconnection fee and any other applicable charges determined by the Department payable by cash, credit card, money order or cashier's check to the Department shall be collected before the service is reconnected. In addition to charges for electricity, as determined by the

Department, to be used but not metered as a result of tampering, all costs attributable to investigation of the tampering, calculation of amounts owed and any other administrative costs will be charges to the Customer. The Department reserves the right to collect triple damages for unmetered electricity as per Massachusetts General Laws Chapter 164, Section 127A.

**905 – Damaged Meter.** Meters damaged accidentally or otherwise will be replaced at the expense of the property owner where the meter is located. Charges will include the labor and materials to replace the meter.

**906 – Service Disconnected for Non-Payment.** After service is disconnected for non-payment, a reconnection charge of \$40.00 will be made to the Department for restoration of service during normal work hours. An additional charge will be imposed for after-hours work. Contact the Department for after-hours charges.

**907 – Returned Check.** A \$25.00 fee shall be charged to the Customer for each check presented to the Department for which there is insufficient funds to honor the check. This fee shall be applicable only where the check has been dishonored after being deposited for a second time or stamped “Do Not Redeposit” by the bank.

**908 – Secure Meter Socket.** Meter Sockets are owned and maintained by the Customer. When the Department determines that the Customer’s meter socket or service entrance cable needs to be reattached or secured to the house, the Department will advise that Customer and allow the Customer reasonable time to repair the meter socket. If the work is not performed in a timely manner, the Department will perform this work for a fee of \$100.00.

**909 – Temporary Service Charge.** A minimum of \$230.00 will apply to all temporary installations.

If the Department must extend the electrical distribution system beyond one overhead section of secondary cable in order to service a temporary service, the Customer will be provided with the estimated costs to provide temporary service. This estimated cost must be paid in full before the Department will commence work. The Customer shall contact the Department for estimated temporary service charges.

The Customer will also be required to make payment for electricity usage at the regular rate.