

# TERMS AND CONDITIONS

(For All Classes of Service)



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# **INTRODUCTION**

The Littleton Electric Light Department (LELD) is a municipal electric utility serving the Towns of Littleton and Boxborough, Massachusetts. It is a consumer-financed and oriented utility. As such, and in order to protect existing consumer owners and the Town of Littleton, certain regulations and policies are adopted and amended from time to time by the elected governing Littleton Board of Electric Light Commissioners. All such policies and regulations shall be consistent with the General Laws of the Commonwealth of Massachusetts, Chapter 164 in particular, and applicable regulations and orders of the Massachusetts Department of Telecommunications and Energy (DTE).

Electric rates are approved by the Littleton Board of Electric Light Commissioners, advertised as legal notices in the local newspaper and filed with Massachusetts DTE.

## **1. General Terms and Conditions**

- A. Applications for electric service must be made in writing directly to LELED, at least two-business days notice being required. See the attached fee schedule. Applications will also be accepted through our website, [www.lelwd.com](http://www.lelwd.com). Requests to discontinue or restore service will be taken by phone or can be made in writing directly to LELED, at least two-business days notice being required.
- B. Such wiring and other internal electrical equipment as may be necessary in order to utilize the service shall be installed by the customer and shall comply with the requirements of the municipal authorities and is the sole responsibility of the customer.
  - a. On all overhead low voltage services (600v. or less) the customer must furnish a reliable safe point of attachment acceptable to LELED. LELED will be responsible only to the point of attachment by the owner. The point of attachment will be the service cable entrance weatherhead.
  - b. On all underground low voltage service (600 v. or less), the customer owns and maintains all wires and supporting conduit and appurtenances up to the secondary connections. On overhead poles this will be at the LELED secondary, on underground, the point of attachment shall be at the secondary side of the distribution transformer or secondary pedestal providing service.
- C. It is LELED's objective to read all meters monthly, except in cases where access to the meter cannot be obtained or circumstances prohibit an actual reading, in which case a bill for estimated usage will be rendered. All bills will be rendered monthly.
- D. In cases where meters remain inaccessible for reading for more than two months, service may be terminated from the pole after written notice to the customer of record
- E. Business customers whose demand falls above or below the threshold indicated for their rate class for a consecutive six month period will have their rate classification changed to the appropriate rate.
- F. Upon request of seasonal customers, LELED will arrange for a temporary disconnection of service for a period not to exceed eight months. The cost of reconnection shall be payable at the time of reconnection. See fee schedule.
- G. LELED shall have the right to discontinue its service in case the customer fails to comply with or perform any of the requirements or obligations of these terms and conditions or any other agreement with LELED, or if the equipment and apparatus of the customer interferes unduly with service to other customers of LELED.
  - a. All terminations in service will be in accordance with the procedures set forth by the DTE (please see 220 CMR 25 for complete details).
- H. A deposit may be charged to customers renting or leasing property. This charge will be credited to the customer's account after a period of two years providing the customer's account is current.

## **2. Metering**

- A. Residential Metering
  - a. All meters will be furnished by LELD and shall be installed on meter sockets provided and wired by the customer.
  - b. All meters must be on the outside of the building/house, in a location where they can be easily accessed.
  - c. Customers may exercise an option to decline LELD's standard radio-read meter and receive, instead, a manual-read meter, which shall be maintained by LELD for so long as is practical and feasible. Manual-read customers bear the full costs associated reading the meter. Please see the rate schedule for the current fee. Customers who opt not to have a radio transmitter must write, call or email LELD stating their intention to decline the meter.
- B. Commercial Metering
  - a. On all primary metered commercial/industrial projects, LELD shall furnish, install and maintain all necessary metering equipment.
  - b. On secondary metered commercial/industrial projects larger than 300 amps, LELD will provide a meter, meter socket and current transformers, the location and placement of which will be at the discretion of LELD.
    - i. If a current transformer cabinet is required, it will be provided and installed by the property owner.
  - c. On secondary metered commercial/industrial projects 300 amps or less, the appropriate meter socket will be provided, installed and maintained by the property owner.
  - d. All metering equipment must be installed on the line side of the main disconnect (hot sequence).
  - e. All meters must be on the outside of the building, in a location where they can be easily accessed.
  - f. LELD may require access to a phone line, provided and installed at the customer's expense, for remote meter reading.
- C. In case a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by LELD, based upon the consumption recorded for comparable periods of use, however not to exceed one (1) years usage on residential accounts and three (3) years usage on all other rate classes.
  - a. If the electric meter fails and registers more than the amount that the customer actually used, a credit will be applied to that customer's account. This refund shall not exceed one (1) year's use on residential accounts and three (3) year's use on all other rate classes. LELD has sixty days to make the adjustment with the agreement of the owner.
- D. Duly authorized LELD personnel shall be permitted to remove, test or inspect any meter or other appliance belonging to LELD, and such authorized persons, at reasonable hours, shall have free access to all premises for the purpose of testing, examining, repairing or removing same.
- E. No permanent service shall be furnished until full payment of all LELD charges have been received.

## **3. Aerial Service**

- A. Standard Aerial Secondary Voltage Service. Standard aerial secondary service is provided at no additional cost and consists of an aerial service cable from LELD's existing distribution system to a service cable entrance weatherhead. LELD also owns the meter.
- B. Single Phase Service. Single-phase service is supplied at 120/240 volts, 3 wire, 60 Hz, a.c., maximum capacity 200 amps per service. However, in special applications and with prior LELD approval,

special service may be supplied. Under no conditions shall the voltage exceed 600 v. and the amperage exceed 400 amps.

- C. Three-Phase Service. Three phase secondary service is supplied at 208y/120 (up to 400 amps for aerial; over 400 amps must be padmount transformer) or 480y/277 (padmount transformer only) volts with ground, 4 wire, or 240 or 480 volts delta, 3 wire, 60 Hz, a.c. at 100 amps. minimum and 4000 amp (2500 kva) maximum.
- D. Standard Aerial Primary Three-Phase Service. Primary voltage service is supplied under the rate schedule "Large Commercial and Industrial Primary Service" and will consist of an extension of primary distribution lines to one satisfactory location per contiguous customer site. Service is supplied at 24,940 volts, with grounded neutral, 60 Hz, a.c. Standard primary service does not include transformation but does include metering and necessary devices as required. At all three phase installations, the owner of record shall be responsible for the cost of the transformer(s) and the associated parts. If the service is at the LELD primary voltage (24,940), three-phase, the owner shall continue to own and maintain the transformer and its associated parts. If the service is taken at the secondary side of the transformer, then ownership of the transformer becomes property of LELD upon energizing. No refunds of equipment purchased by others will be granted.
- E. Overhead service attachments will be made free of charge. Where one or more poles are required on private property to support the wires from the street to the service entrance, LELD will furnish one pole for that purpose; if more than one pole is required, the customer shall pay the cost of additional poles, wires and setting.

#### **4. Underground Service**

- A. When underground service is installed, the expense shall be borne by the customer whether low voltage, under 600 v. or high voltage, over 600 v.
- B. Three-Phase service. In the case of a three-phase service where the building owner wishes LELD to supply a padmount transformer with underground primary supply:
  - a. Requirements: All primary and secondary cable will be in approved conduit, 36" below finished grade. A spare conduit will run parallel. At the riser pole there will be a minimum of 36" radius rigid-steel galvanized elbow joined to a rigid-steel galvanized riser for the first ten feet. Telephone and CATV may be in the same trench separated from electric, in separate conduits, if required. The conduit will be back filled with a good grade of sand, with no stones, as they may cause damage. A 6" PVC ribbon-type electric-warning tape will be applied above the conduit 12" below finished grade. A nylon string of at least 200# tensile strength will be supplied in each conduit (care must be exercised so that the string does not become glued or wedged at joints and dirt does not enter conduit). Conduit passing over water crossings (culverts) must be concrete encased with rebar reinforcement. Conduit passing under roadways and any traveled way must be either galvanized rigid-steel, schedule 80 PVC or concrete encased. Each conduit end will be covered and tagged for origin. Transformers and pedestals shall be located a minimum of ten (10) feet off the traveled roadway in an area designated for utilities. Conduit for wires shall be in this easement. Transformers and pedestals will be located on lot lines whenever possible. The cost of additional poles shall be at the contractor's expense.
  - b. Responsibilities:
    - i. Developer—All trenching, installed conduit, pull string, marking tape, transformer box pads, and customer service to transformer or pedestal and ground grid at transformers.
    - ii. LELD—Supply and install primary wire, terminate same, supply and install transformers.

- c. Reimbursements of materials excluding transformers and labor will be made to Littleton Electric Light Department from the developer/owner. An estimate of costs will be provided by LELD prior to the start of work, and a payment of 50% will be expected. Upon our completion but prior to energizing, we will within 5 days prepare an invoice for actual cost. Upon receipt of the payment, we will energize and assume ownership and maintenance of all electric utilities in the easement. Each homeowner will be responsible for their wires on private property.
- C. Applicants for service shall guarantee payment of the amounts when the supply of service involves an investment which, in the judgment of LELD, would not otherwise be warranted by the probable revenue to be obtained.

**5. Temporary Electric Service.**

- A. Applicable to the Towns of Littleton and Boxborough for construction, renovation, or any temporary event. All applications and notices to discontinue service must be received in person or in writing at least two business days in advance.
- B. All Temporary services must be undertaken by a licensed electrician and approved by the local wiring inspector
- C. Service provided will be 120/240 volt, three wire, single phase, 60 Hz a.c. All electricity used will be billed under the small commercial/industrial small and general service rate 442-5.
- D. LELD charges a non-refundable fee (see fee schedule) for single-phase temporary service meter locations within 100 feet of the existing distribution system.
- E. For three phase service requiring poles to be set or, other investment, an additional jobbing charge equivalent to the cost of labor and vehicles will be charged. An advance payment may be required that will be applied to the resulting jobbing charge.
- F. No permanent service shall be furnished until full payment of all LELD charges have been received.

**6. Construction on Private Property**

- A. Any extension of LELD facilities onto private property, excluding low-voltage service to a single building, requires that the owner release an easement allowing LELD to construct, maintain and remove its facilities without harm. The minimum easement width shall be twenty feet, and free of any major obstructions. Vehicle access is required at all times.
- B. The owner will bare all costs to supply service. However, LELD may, if in its best interest, assist in the purchase and installation of materials required to make the service compatible with LELD Distribution System.
- C. LELD and the owner shall agree before construction begins as to whether the project will be overhead construction, or underground construction. Both parties shall also agree before construction begins to the cost and terms of payment. In no case will payment be allowed to extend beyond final building approval/commercial operation.
- D. All requirements to extend LELD facilities must be in writing, giving specific reasons for the need of the extension.
- E. If the petitioner feels unjustly charged or a hardship is sited, the petitioner may appeal LELD Staff actions directly to the General Manager.

**7. Construction on Public Ways / Roads**

- A. Any extension of LELD facilities along a public way / road which may constitute extra ordinary construction, more than 200' may be billed directly to the petitioner for service. LELD will determine the cost and monies due within thirty days of completion of the project.

- B. All requirements to extend LELD facilities must be in writing, giving specific reasons for the need of the extension.
- C. If the petitioner feels unjustly charged or a hardship is sited, the petitioner may appeal LELD Staff actions directly to the General Manager.

**8. Service to Multi-Unit Dwellings.**

- A. Service to all units in multi-unit buildings will commence upon written application of owner. The costs of service to all units will be the sole responsibility of the owner until LELD receives written application from the individual tenant(s) of each unit. The owner also assumes full responsibility for the cost of each unit, when vacant between tenants, and will be subject to the current applicable minimum charge.
  - a. The term “unit” in the above regulation refers to each and every meter installed on the premises of the owner.
- B. Owner/Tenant Responsibility.
  - a. The owner agrees to notify LELD by the most expeditious means whenever a vacancy occurs in any or all units.
  - b. Each individual dwelling, business enterprise, or institution will be metered separately and considered a distinct customer.

**9. Service to Customer’s Property for Buildings Other Than Main Residential Units.**

- A. LELD will furnish to each of its residential customers service to their primary living unit.
- B. Electrical service may be furnished to more than one location on a single property. Each service will be independent of all other services and must meet all of the requirements of LELD and all local, state and federal standards.

**10. Interruptible Load Control Program for Residential Customers.**

- A. LELD has a voluntary load control program for electric water heaters and existing pool pumps, in which customers agree to allow LELD to shut off water heaters and pool pumps during peak periods of electric usage.
- B. Those customers who wish to be enrolled in the interruptible load control program for electric water heaters must have a licensed electrician install a second meter socket and wire the water heater directly to that socket. No other items may be attached to that meter.
  - a. LELD will credit the customer \$100 on their bill after receiving a copy of the electrician’s invoice
  - b. The usage on the meter attached to the electric water heater will be billed at Rate 11. (See current rate schedule.)
- C. Each summer those existing customers who are enrolled in the interruptible load control program for pool pumps will receive a credit on their bill in the amount of \$16.00.
  - a. To remain eligible for the program, a pool pump must meet the following requirements:
    - i. Horsepower of pump must be 1.0 or greater
    - ii. Pump must have its own circuit
    - iii. Pump cannot be on a timer

**11. Policy Governing Tampering with Department Meters.**

- A. Electric meters are the property of LELD. No one but authorized LELD personnel shall cut and open the LELD padlock seal on a meter, remove or install a meter, install jumper pieces or other

bypassing device, remove or install insulating sleeves, change the meter registration, or tamper in any way with the electric meter.

- a. In the case of emergency repairs, a licensed electrician may cut and open the LELD padlock seal on a meter in order to make the necessary repairs, but they must notify LELD the next business day so that LELD personnel can inspect and reseal the meter.
- B. Meters damaged accidentally will be replaced. The property owner where the meter is located may be charged.
- C. When a meter is found to be tampered with, service to that meter socket will be disconnected. To have service restored, the responsible party must first pay a service fee, payable in cash at LELD's office. Violations will be reported to the Police Department having jurisdiction at the location of the violation for legal prosecution.
- D. To restore service after it has been disconnected, application must be made in person at LELD's office. In addition to the fee for tampering, a deposit will be required which will be the equivalent of three months normal consumption on the premises in question.
- E. Service will be re-connected within 24 hours after payment of the preceding fee and deposit, if the matter has been resolved to the satisfaction of LELD and the Police Department having jurisdiction of the location of the violation.

## **12. Policy Governing Consumer Deposits for Service.**

- A. LELD may require a cash deposit equal to an estimated bill for three months service, from customers renting property as security for payment of the customer's indebtedness, under certain circumstances.
- B. Deposits plus interest will be credited to the customers account after a period of 24 months providing there is no previous balance on the account at that time. LELD reserves the right to keep the deposit until such time as the customer's account is maintained in a current fashion. At that time, the deposit plus interest will be credited to the customers account.
- C. Deposits, plus interest will be applied to the customer's final bill; the balance of the deposit, if any, will be refunded.
- D. In case of loss or damage of LELD's property, the customer shall pay to LELD, the replacement value of such property or the replacement installation of same. Costs and value include electric equipment, labor, vehicles and materials.

## **13. Base Customer Charge Discount.**

LELD will waive the base customer charge each month for all customers of record who are 62 years or over. (A driver's license or birth certificate may be required for the discount.) LELD will also waive the base customer charge each month for handicapped persons. The waiving of the base customer charge will go into effect when LELD is notified and will not be retroactive.

## **14. Termination Policy**

- A. Bills that have a balance that is 30 days past due will be printed with a notice that the customer has 7 days to clear the balance.
- B. If the balance remains after 60 days, customers will be sent a termination notice to notify them of the date of shut off. In order to avoid termination of service, the customer must pay their balance in full by 9:00 a.m. by the date of shut off.
- C. For customers who provide LELD with the proper documentation to show financial hardship and are unable to pay their balance in full, a payment plan may be arranged. In order to avoid

termination, the customer must agree to pay the current bill, as well as, a minimum of 15% of the balance due on the account. If at any time during the course of paying off the balance on the account, the customer fails to pay the current bill plus a minimum of 15% of the balance, then the customer will be terminated as early as 72 hours after the date that the payment is due and notice of termination is given.

- D. For those customers whose service has been terminated for nonpayment, if payment is not received by 2:30 p.m. then the service will remain off until the next business day. See fee schedule for reconnection fees.
- E. It is the responsibility of the customer to provide proper documentation to the Department in cases of financial hardship and to renew the documentation for as long as the financial hardship exists.
- F. If the electric service is in the landlord's name, they may request service termination provided the following steps are taken.
  - a. The landlord is required (DTE requirement) to give their tenant 30-day notice. LELD requires a dated copy of the notice.
  - b. A 72-hour notice of service termination from LELD will be left at the premise advising of the landlord's request.
  - c. The tenant may assume responsibility for the service if they sign for service, in their name, thus avoiding service termination.
  - d. LELD has the right to ask the tenant to bring the account up to date before service name is transferred.

#### **15. State Regulations.**

- A. The Massachusetts Department of Telecommunications and Energy Regulations on Billing and Termination Procedures for Residential Customers of Gas and Electric Companies shall be strictly followed and are incorporated herein as a part of this policy statement.

#### **16. System Protection.**

- A. All installations must be in compliance with the National Electric Code and the National Electric Safety Code. The local wiring inspector must also inspect installations before LELD will make electrical connections.
- B. Where underground primary or secondary voltage cables are installed, the customer must install a main breaker, or main fused switch and disconnect, in addition to any other devices required by the electrical wiring code. Lightning protection for secondary voltage may be provided and installed at the building by the contractor. LELD will provide primary voltage lightning protection. For three-phase service installation, single phasing protection, if required, shall be the responsibility of the customer.
- C. For system and cable protection, trench and transformer sites shall be brought to sub-grade by the contractor before digging cable trenches. Electric cables shall be installed after water and sewer services have been installed.
- D. Any permanently installed generators must be in compliance with the National Electric Safety Code and LELD standards.

#### **17. Exculpatory Clause.**

- A. LELD shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control, whether

accident, labor difficulties, conditions of fuel supply, the attitude of any public authority, reduction in voltage, rotating of the use of feeders, selected black-outs, or failure to receive any electricity for which in any manner it has contracted, or due to the operation in accordance with good utility practice of an emergency load reduction program by the LELD or one with whom it has contracted for the supply of electricity or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if LELD is unable for any of the causes enumerated above to supply electricity for a continued period of two (2) days or more, that upon request of the customer, the demand charge, if any, shall be suspended for the duration of such inability.

# Fee Schedule

## Applicable To:

All customers in the Towns of Littleton and Boxborough MA.

Renewal of Service After Non-Payment—\$50.00

Temporary Service Fee—\$250.00

Metering Tampering Fee—\$1,000.00

Seasonal Reconnection Fee—\$25.00

Returned Check Fee—\$25.00

Research and Service Fee—Minimum of \$100

Jobbing Fee—Actual hourly rate of pay of a lead lineman times 2.5 during work hours and times 3 for overtime hours, to cover labor and vehicle charges.