

**TOWN OF LITTLETON
ELECTRIC LIGHT
DEPARTMENT TERMS AND
CONDITIONS**

(For All Classes of Service)

APPLICABILITY

The following Terms & Conditions of the Littleton Electric Light Department (“LELD”) shall be deemed a part of every Rate Schedule or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule. No representative of LELD has the authority to vary or modify any provision of these Terms and Conditions. The provisions of these Terms and Conditions and the Schedule of Rates shall apply to all persons applying for or receiving service from LELD (“Customer”), regardless of whether the Customer has notice of them. Compliance with these Terms and Conditions by the Customer is a condition precedent to the initial and/or continuing supply of electricity by LELD to the Customer.

These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time only by a duly authorized vote of the LELD Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers.

1. GENERAL TERMS AND CONDITIONS

- A. New service applications are required prior to LELWD energizing any new electric service, or if a Customer wishes to make a change on the account for billing, mailing or other Customer-related purposes. Applications for new electric services must be submitted electronically through our website, www.lelwd.com. Alternatively, service applications may also be processed at our office located at 39 Ayer Rd, Littleton MA 01460 during normal business hours. There may be service fees, deposits, or contributions in aid of construction payments required depending on the unique service specifics. See attached Appendix A for a fee schedule for new services.
- B. All new Customers are required to complete a written application form provided by LELD and signed by the person or entity responsible for payments of electric bills together with any applicable security deposit (deposit information may be obtained from LELD’s office during business hours).
- C. The application form provided by LELD shall include information that LELD may deem essential to supply service to the Customer. The Customer remains responsible for all usage until a final bill has been issued. LELD reserves the right to refuse to supply service to new Customers or to supply additional load to an existing Customer if it is unable to do so under a standard rate, the Customer fails to fulfill the application requirements as set forth under these Terms and Conditions, or if LELD is unable to obtain the necessary equipment, facilities, capital or capacity required for the purpose of furnishing such service to loads of unusual characteristics which might affect the cost or quality of service.

- supplied to other Customers. LELD may require a Customer having such unusual loads to install special regulating and protective equipment at the Customer's cost in accordance with LELD's specifications as a condition of service. Customers refused service have the right to petition the Department of Public Utilities pursuant to M.G.L. c. 164, § 60.
- D. Requests to discontinue or restore service are also submitted electronically through our website, www.lelwd.com or processed at our office located at 39 Ayer Rd, Littleton MA 01460 during normal business hours.
 - E. LELD attempts to read all meters monthly for billing purposes. Where access to the meter cannot be obtained or circumstances prohibit LELD from obtaining an actual reading, a bill for estimated usage will be rendered. All bills will be rendered monthly.
 - F. 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.
 - G. Upon request of seasonal Customers, LELD will arrange for a temporary disconnection of service for a period not to exceed eight months. The cost of reconnection shall be payable by the Customer at the time of reconnection as outlined in Appendix A.
 - H. LELD reserves the right to discontinue its service in the event the Customer fails to comply with or perform any of the requirements or obligations contained in these Terms and Conditions, the Massachusetts General Laws or any other agreement with LELD., In addition, service may be discontinued if the Customer's equipment and apparatus interferes unduly with service to other customers of LELD.
 - I. The use of service without notice to LELD will render the user liable for any amount of service supplied to the premise since the last reading of the meter whether or not such reading may precede said user's occupancy as shown on LELD's records. A user of LELD's service shall be deemed the Customer. Whenever any service has been obtained at a premise on an unmetered basis, or any authorized service has been obtained at any premise to persons unknown, or for which payments have not been made due to a question of Customer identity, the owner of record of such premise shall be liable for the costs of such to LELD.
 - J. All terminations of service will be in accordance with applicable laws and regulations, *i.e.*, the Department of Public Utilities' Billing and Termination Regulations at 220 CMR 25.00.
 - K. For all new service, LELD and the property owner or their duly authorized representative shall agree to the specifics of the service before construction begins. LELD shall provide the property owner or their duly authorized representative with a written scope of work document outlining the design for new service along with an estimated cost for construction. The property owner or their duly authorized representative shall be responsible for payment of all of LELD's costs associated with the interconnection of new service. These costs include but are not limited to labor, equipment, materials (including transformers), surveying, subcontracting required services, etc. For transformer costs, LELD will use the last price paid for similar equipment when providing an estimate. For final billing, LELD will use the actual cost for a replacement transformer. LELD requires a deposit in the amount of 50% of the estimated costs for the necessary work before scheduling. The

remaining trued-up balance will be billed to the property owner or their duly authorized representative and must be paid before final energization.

- L. Any service rendered is furnished by LELD to the Customer for the purpose and class of service specified in the applicable part of the Schedule of Rates, and such service, except as provided in Section 5 concerning service resupply for residential customers, shall not be resold to others or used for other purposes.

2. INSTALLATION OF NEW SERVICE AND CONNECTIONS

- A. In accepting service, the Customer shall thereby agree to furnish LELD without charge, a suitable location for all of the property and equipment of LELD, including metering, necessary in furnishing such service. LELD shall have access to the Customer's premises for the purpose of installing, reading, inspecting, repairing, removing, replacing, disconnecting, or otherwise maintaining its meters, equipment, and facilities, and for all proper purposes. The Customer shall furnish LELD with keys to all meter rooms.
- B. Any extension of LELD facilities onto private property, excluding low voltage service (not owned by LELD), requires that the owner of record execute an easement allowing LELD to construct, maintain and remove its facilities utilizing LELD's standard form of easement. The minimum easement width shall be twenty feet, and shall be kept free of any major obstructions. Vehicle access is required at all times. The easement must be executed and recorded at the registry of deeds prior to LELD extending the new service. A copy of LELWD's standard easement form can be found on our website, www.lelwd.com and within the LELD Construction Handbook.
- C. Property owners are responsible for any damages caused to LELD infrastructure located on their property. If damages occur, the property owner will be responsible for all costs of replacement or repair of LELD infrastructure, which shall include but not be limited to costs of labor and materials.
- D. The interconnecting Customer is responsible for installation of all electrical wiring on the Customer's premises to the point of entrance as specified by LELD, at Customer's sole expense. Such wiring and other internal electrical equipment owned by the Customer (including the meter socket) must be installed in compliance with the National Electric Code, National Electric Safety Code, LELD Construction Handbook, and any other applicable laws and codes. The Customer must obtain written approval from the local wire inspector before LELD will energize any new service.
- E. For all overhead low voltage services (600v. or less) the Customer must furnish and install a reliable safe point of attachment acceptable to LELD. The point of attachment must be installed in a location approved by LELD. The point of demarcation between LELD wiring and Customer wiring shall be the physical connection between LELD's wiring and the Customer's service entrance cable. LELD shall own this connection and will be responsible to maintain this connection for the lifetime of the service.
- F. For all underground low voltage service (600 v. or less), the Customer must furnish and install all wiring and equipment in accordance with LELD's specifications. The Customer owns and maintains all wires and supporting conduit and appurtenances up to the secondary connections. On overhead poles, the point of attachment will be at

the LELD secondary, and for underground installations, the point of attachment shall be at the secondary side of the distribution transformer or secondary pedestal providing service.

3. AERIAL SERVICES

- A. Single-Phase Service. Single-phase service is supplied at 120/240 volts, 3 wire, 60 Hz, AC, maximum capacity 200 amps per service. However, upon application and with prior LELD approval, special service may be supplied to a Customer. However, under no conditions shall the voltage exceed 600 volts and the amperage exceed 400 amps.
- B. Three-Phase Service. Three phase secondary service is supplied at 208Y/120V (upto 400 amps for aerial), 4 wire, 60Hz, AC.
- C. Standard Aerial Primary Three Phase Service is supplied at 24,940 volts, with grounded neutral, 60 Hz, AC. Standard primary service will consist of an extension of LELD primary distribution lines to one satisfactory location per contiguous customer site. It does not include transformation but does include primary metering and necessary devices as required. The Customer shall own and maintain the transformer, cable, and associated parts. No refunds of equipment purchased by others will be granted.

4. UNDERGROUND SERVICES

- A. The Customer is responsible for the cost of all underground services.
- B. Single phase underground services shall be connected to LELD's distribution system at a secondary riser pole, pedestal, handhole or single-phase transformer. The point of connection will be determined by LELD Engineering prior to installation. LELD shall be responsible for furnishing, installing and maintaining all secondary connections at the point of demarcation at the Customer's sole expense.
 - I. For services connected at a secondary riser pole, the point of demarcation will be the physical connection between LELD's infrastructure and the Customer's wires.
 - II. For services connected in a pedestal or handhole, the point of demarcation shall be the physical connection between LELD's infrastructure and the Customer's wires.
 - III. For services connected at a transformer, the point of demarcation shall be the connection from the Customer's wires to the secondary terminals within the transformer. Three phase service underground services must comply with the current version of the LELD Construction Handbook. The Customer is responsible for all civil work including but not limited to all trenching, conduit work, grounding, etc. LELD shall furnish, install and maintain ownership of the primary wire, terminations, transformers and other associated primary hardware necessary at Customer's sole expense.
- 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.

3. TEMPORARY ELECTRIC SERVICE

- A. All temporary services must be installed by a licensed electrician and approved by the wire inspector.
- B. Service provided will be 120/240 volt, three wire, single phase, 60 Hz AC. All electricity used will be billed under the small commercial/industrial Rate 20.
- C. For temporary services with meter locations within 100 feet of existing LELD secondary connections, a non-refundable fee of \$400 is required before energizing. For temporary services requiring additional LELD infrastructure, a jobbing charge equivalent to the cost of materials, labor and equipment will be assessed to the Customer and must be paid before energizing.

4. SERVICE TO MULTI-UNIT DWELLINGS

- A. Separate dwelling units, whether within the same building or in separate buildings on the same residential premises, shall be considered separate Customers. Such multi-dwelling units will be metered and billed individually wherever practicable, provided the wiring on the Customer's side of the meter and related matters are in conformity with the applicable State and Local Sanitary and Building codes.
- B. If a residence is a multi-dwelling unit, or if for some other reason, including but not limited to violations of the applicable State and Local Sanitary and Building Codes caused by the wiring on the premises, it is impractical in the judgment of LELD, or LELD is unauthorized to meter separately the individual dwelling units, any service supplied through one or several meters will be the responsibility of the owner of record of the premises under the applicable rate and said owner will be responsible for bills in said units. In addition, the owner of record shall assume service to units that are vacant between tenants.
 - I. When service is resupplied to others by a retail Customer, each building or premise will be considered a separate Customer and the service will be furnished to the tenants as an incident to tenancy with the cost included as an integral part of the rent. The same rule shall apply to the greatest extent possible in the case of service supplied to any condominium or homeowner's association, where the cost of such service shall be incidental to the association's fee to its members. Resupply of service as provided in this Section shall require prior written consent of LELD.

5. MULTIPLE SERVICES AT CUSTOMER'S PROPERTY

- A. Where service is supplied to a Customer at more than one point of delivery, each point of delivery will be considered an independent Customer subject to these Terms and Conditions, and the bill will be rendered accordingly unless otherwise specifically provided for in the rate.

6. METERS AND METER TAMPERING

- A. All services will be metered. Unauthorized acceptance of unmetered service by a meter which had been tampered with or rendered inaccurate by a Customer shall be considered unauthorized use and shall subject such Customer to liability for such service on an estimated basis, in addition to any other applicable regulatory, civil and criminal liabilities which might be imposed upon such Customer.
- B. Electric meters are the property of LELD. No one but authorized LELD personnel shall cut and open the LELD 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.
In the case of emergency repairs, a licensed electrician may cut and open the LELD seal on a meter in order to make the necessary repairs, but they must notify LELD no later than the next business day so that LELD personnel can inspect and reseal the meter.
- C. Property owners are responsible for any damages caused to LELD metering equipment on private property. If damages occur, the property owner will be held liable.
- D. When a meter is found to be tampered with, service to that meter socket will be disconnected. To have service restored, the Customer of record must first pay for all necessary repairs and/or replacements of equipment caused by the tampering as well as any prior estimated unmetered use. In addition, the Customer will be responsible for payment of all costs associated with LELD's investigation of the tampering. The foregoing costs must be paid in cash at LELD's office as a condition precedent to restoration of service. Suspected meter tampering will be reported to the Police Department having jurisdiction at the location of the tampering for investigation and any Customer or property owner found to have engaged in meter tampering may be liable for civil and criminal penalties in accordance with the Massachusetts General Laws.
- E. To restore service after it has been disconnected, application must be made in person at LELD's office. In addition to the payment of LELD's costs related to tampering, a deposit will be required in accordance with Section 8., if no such deposit is currently held by LELD on behalf of the Customer.
- F. Service will be reconnected after payment of the preceding fee and deposit, if the matter has been resolved to the satisfaction of LELD.
- G. The fees for existing customers who have their electric meters read manually rather than through LELD's AMI system is filed with the DPU and also found in the attached fee schedule.
- H. The fees for LELD to process a final meter reading are filed with the DPU and also found in the attached fee schedule.

7. DEPOSITS FOR RESIDENTIAL SERVICE

- A. LELD may require, in accordance with G.L.c. 164, §58A, a cash deposit equal to an estimated bill for three months service, from any residential Customer, in LELD's

discretion, based on matters such as available credit information, prior nonpayment history with LELD, or evidence of meter tampering .

- B. After the deposit is retained for a period longer than six months, the interest shall be credited annually to the Customer's account in accordance with G.L. c. 164, § 58A.
- C. Deposits, plus interest will be applied to the Customer's final bill; the balance of the deposit, if any, will be refunded.

8. 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. For three-phase service installation, single phasing protection, if required, shall be the responsibility of the Customer.
- C. Any permanently installed generators must be in compliance with the National Electric Safety Code and LELD standards.

9. LIMITATION OF LIABILITY

- A. LELD endeavors to furnish adequate and reliable service but does not guarantee continuous service, and, to the extent authorized by applicable law, it shall not be liable for direct or consequential losses or damages of any kind resulting from any stoppage, interruption, variations or diminution of service caused by the Customer's acts or omissions, acts of the public enemy, a state of war, requirements of Federal, State or Municipal authorities, strikes or labor difficulties failure to receive electricity for which it contracted, operation of an emergency load reduction program in accordance with good utility practice, acts of God or the elements, accidents, operating conditions, curtailments, or contingencies or other causes.
- B. When a part or parts of the interconnected generation, transmission or distribution system is threatened by a condition affecting the integrity of the supply of electricity or when a condition of actual or threatened shortage of available energy supplies and resources exists, the Department may, in its sole judgment, curtail, allocate, or interrupt service to any Customer or Customers. Such curtailment, allocation or interruption shall, where possible or practicable, be in accordance with the terms and conditions of any applicable energy emergency or load curtailment plan which shall be adopted by energy dispatching and control centers in which the Department is a participant.
- C. LELD does not undertake regulating the voltage or frequency of its service more closely than is standard commercial practice. If a Customer requires voltage or frequency regulation that is more refined, he/she shall furnish, install, maintain and operate the necessary apparatus at his/her own expense.
- D. LELD shall not be liable for damages to person or property of the Customer or any

other persons resulting from the use of electricity due to the presence of LELD's appliances and equipment on the Customer's premises.

- E. LELD 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, indirect, or consequential damages whatsoever including, but not limited to loss of profits or revenue, loss of use of equipment, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of the Customers or other economic harm.
- F. Neither by inspection, nor by non-rejection, nor in any other way does LELD give any warranty, expressed or implied, as to the adequacy, safety or other characteristic of any equipment, wiring or devices installed on the Customer's premises. LELD shall not be liable for damages resulting in any way from the supplying of or use of electricity or from the presence or operation of LELD's equipment on the Customer's premises.
- G. The Customer assumes full responsibility for the proper use of electricity furnished by LELD. The Customer also assumes full responsibility for the condition, suitability, and safety of any and all wires, cables, devices or appurtenances energized by electricity on the Customer's premises, or owned or controlled by the Customer that are not LELD's property. The Customer shall indemnify and save harmless LELD from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgments for injuries to, or death of, persons, or damage of any kind to persons or property arising directly or indirectly by reason of 1) the routine presence, 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 Schedule of Rates and these Terms and Conditions where such failure creates safety hazards or 3) the Customer's improper use of electricity or electric wires, cables, devices, or appurtenances.

11. DISTRIBUTED GENERATION AND ENERGY STORAGE REQUIREMENTS

LELD's Standards for interconnecting inverter based distributed generation and energy storage systems can be found on our website (www.lelwd.com). System sizing and other requirements are outlined in the appropriate interconnection standards.



APPENDIX A- FEE SCHEDULE

Applicable To:

All Customers in LELD Service territory.

Renewal of Service After Non-Payment	\$50.00
Temporary Service Fee	\$400.00
Seasonal Reconnection Fee	\$50.00
Returned Check Fee	\$25.00
Manual Reading Charge	Filed with DPU
Final Meter Reading Charge	Filed with DPU
Residential Distributed Generation Application Fee	\$250.00
Small Commercial Distributed Generation Application Fee	\$500.00
Large Commercial Distributed Generation Application Fee	\$1,000.00