

**General Terms & Conditions
(For All Classes of Service)**

These Terms and Conditions have been established to convey the conditions that the customer agrees to when requesting service from the Reading Municipal Light Department (Department). The benefits and obligations of these Terms and Conditions will commence on the day that the customer is connected to the Department's service.

1 a. All applications for new or restored electric service must be accurate, true, complete and signed. Applications can be made in person at the Department's office, by telephone, or over the Internet at www.rmlld.com, and signed via fax, mail or in person. A minimum of five (5) days notice is required, in situations where no major construction of special equipment or materials is required. In major construction cases, the customer must meet with the Department's personnel to discuss and determine construction schedules.

b. Advance deposits will be required as security payment of future electric bills from residential customers who have not established a satisfactory credit rating as determined by the Department, and from rental or lease tenants, temporary services and commercial/industrial customers.

c. The commercial/industrial customer deposit calculation is equivalent to the estimated total of the two (2) highest months of billing within a twelve-month period.

d. The deposit payment can be in the form of cash, check, credit card, or a surety bond that is acceptable to the Department. The deposit, less any amount owed to the Department for electric service, will be refunded when service is discontinued or will be returned, upon request, after two (2) years of arrears free billing statements.

2 a. The supply of electric service is contingent upon the Department's ability to secure and retain the necessary locations for its poles, wires, conduits, cables, and other apparatus. All equipment furnished by the Department shall remain its property.

b. Beyond the point of connection to the Department's system, all wiring and other electrical equipment that is necessary in order to utilize the service shall be installed by the customer and shall comply with the Department's requirements and municipal authorities.

c. The characteristics of service available at each location will be determined by the Department and information relative thereto will be furnished upon request.

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d. Any electrical work such as new construction, service upgrade, service repair, temporary service, or service relocation will require a Utility Authorization Number (UAN) from the Department prior to the commencement of work. All such work will require a UAN number and the approval of the appropriate local authorities prior to the Department making its connections.

3. The applicant shall make an aid-in-construction payment when the supply of service involves the use of investment, which in the judgment of the Department would not otherwise be warranted by the estimated revenue to be obtained.

4 a. Temporary single phase 120\240 Volt, 100 AMP, 3 wire service connections for building construction or reconstruction purposes or where a permanent electric service would not result will be subject to a \$275.00 service charge.

b. Any temporary service requirement in excess of Section 4a. will be estimated by the Department and paid-in-advance of construction.

c. Any temporary relocation of service drop conductors by the Department to accommodate building reconstruction that is not immediately connected to a new service entrance will be charged as a temporary service.

d. The relocation of service drop conductors performed by unauthorized personnel to accommodate building reconstruction is prohibited. Service drops found so relocated will be immediately disconnected if safety considerations, at the sole discretion of the Department, so warrant. Unauthorized relocations will be subject to financial penalties in addition to a temporary service fee.

5. a. Permanent overhead service attachments will be made without charge except where the Department determines one or more poles are required on private property. When required, the Department will furnish one pole and any additional poles, wires and labor shall be at the expense of the customer.

b. The customer must provide an attachment point at sufficient height on the structure to provide the required clearance in accordance with Massachusetts Electrical Code and local authorities. Poles necessary to provide height clearances not provided by the customer will be charged to the customer.

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6. Underground Services supplied from overhead systems will be installed and maintained at the customer's expense in accordance with the Department's approval and specification. A single underground service provided from a pole on a customer's property will not require a pullbox. Any underground service provided from a pole in the public way will require a pullbox provided by the Department. The pullbox will be installed by the customer within three feet of the front lot line along the service run. Only one set of underground service risers (electric, telephone, CATV, etc.) will be allowed on any one pole. The Department must be contacted for service arrangements.
7. Underground Distribution installations in new subdivisions will be in accordance with the Department specifications. Underground specifications will be provided to the developer or builder upon request. Two (2) copies of the preliminary plan maps of the proposed development must be submitted to the Department six months prior to the date that electric service is required. One month prior to the start of electric system construction one (1) reproducible reverse-read Mylar and a digital formatted file (if available) of the approved subdivision plan and profile must be submitted to the Department.
8. Services requiring transformers where pole mounting is not possible, the customer will be required to supply a pad location, primary and secondary conduits, and cables, etc. at the customers own expense. All materials used must meet the Department's specifications.
9. All meters will be furnished by the Department and shall be installed on meter sockets or troughs provided and wired by the customer. The Department's meter personnel shall designate meter locations and specifications. Residential meters will be located outside and easily accessible to the meter reader without having to enter a fenced in area.
10. All Facilities approved under *RMLD Terms and Conditions for Simplified Process Interconnections*, which can be obtain at the RMLD, qualify for net metering, as approved by the RMLD from time to time, and are necessary to implement the net metering provisions.
11. The Customer shall give the Department permission to enter their premises at all reasonable times for the purpose of installing, reading, inspecting, testing and keeping its equipment in repair. As well as for the discontinuance of service and the removal of any or all of its equipment used in connection with the supply of electricity.

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12. The Department will test single-phase meters free of charge, upon customers request, which have not been tested within a three-year period. However, if a customer requests an additional meter test within three years of the previous test, and the Department finds the meter to be correct according to Massachusetts General Laws (M.G.L.), Chapter 164, Section 120, then the customer requesting the test will be charged \$85.00 for the test. If the meter is found to be in error then the test will be free of charge.

13. No one, unless duly authorized by the Department is permitted to remove or inspect any meter or other appliance belonging to the Department. Customers may be disconnected if the meter has been tampered with or by-passed so as not to record all consumption. Such customers will be subject to fines and punishment under the M.G.L., Chapter 164, Sections 127 and 127A.

14. The customer of record shall be responsible for all damage to or loss of the Department's property located upon his or her premises unless occasioned by circumstances beyond the customer's control.

15. a. All meters shall be read and bills rendered on a monthly basis. At any time that the Department is unable to obtain a meter reading, the consumption will be estimated on the best information available.

b. A prompt payment discount of 10 percent will be allowed on the current bill, excluding the fuel adjustment charge, and only if the entire bill is paid-in-full by the discount due date. The Department offers several payment options via office visit, telephone, Internet or conveniently location pay stations.

16. a. All bills shall be payable on a net basis upon receipt. If not paid within forty-five (45) days of date of bill, service will be disconnected after three (3) days written notice, and the following charges will be made for renewing the service when the bill is paid.

Meter Shut Off	\$85	Pole Shut Off	\$120
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The above charges are calculated based on the Department's cost of service and in accordance with the Billing and Termination Procedures of the Massachusetts Department of Public Utilities C.M.R. 25, adopted October 4, 1984 in MDTE-1 63.

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b. Property owners on the Department's system are subject to the Massachusetts Municipal Lien Law, M.G.L., Chapter 164, Section 58B. This law allows municipal electric departments to attach a lien to properties if electric bills are not paid-in-full.

17. A \$20.00 fee will be charge to the customer's bill for each check returned to the Department.

18 a. Equalized monthly payments are offered to customers electing to be billed under the Budget Bill Program. Customers must sign up for the option for a period of one year.

b. The Budget Bill Program runs from December through November or June through May. A contingency will be added to the average twelve-month usage to account for any fluctuation in customer usage or increase in the fuel charge adjustment. Customers will be billed as normal with the "Balance Due" portion of the bill reflecting the running true-up balance. Budget Bill Program customers are subject to the terms of Section 14 b. Prompt Payment Discount.

c. At the end of the twelve-month period, the account will be trued-up. Any positive balance will be paid by the customer to the Department, or any credit balance, at the customer's choice, will be paid to the customer by the Department or credited to the customer's next billing.

19. All customers taking electric service under the Commercial Schedule C Rate and/or the Industrial Time of Use Rate will be required to give the Department two (2) years prior written notice of its intention to take its energy requirements from other suppliers and/or resources other than this Department while remaining on the Department's service territory.

20. The customer shall give the Department a 90-day advance written notice of load additions or changes that would result in a 25% increase above its original load projections. This is to allow the Department to make changes necessary to accommodate these new loads and continue adequate service.

21. The Department reserves the right to install load-limiting devices arranged to disconnect the service in the premises if the rated capacity of the Department's service is exceeded.

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22. The Town of Reading, the Department, and all of their respective agents and employees shall be afforded the maximum exemption of limitations of liability available under applicable laws and regulations arising on account of their actions or omissions relating directly or indirectly any provision of electrical service. Without limiting the generality of the foregoing, and except to the extent otherwise expressly provided in M.G.L. Chapter 258:

Neither the Town of Reading, nor the Department, nor any of their respective agents or employees shall be liable to any person or agent:

a. For any failure by the Department to supply electric service or for any interruption in the supply of or delay in the restoration of such service.

b. For any damage to any person (including personal injury or death) or any damage to any property directly or indirectly, arising as a result of the electric service provided by the Department, the presence of the Department's apparatus or equipment, or any acts or omission of the Department.

c. For discontinuance of electric service to any customer who fails to comply with, or perform any of the customer's obligations under these Terms and Conditions, applicable laws and regulations, or other agreements with the Department.

d. For discontinuance of electrical service if any equipment or apparatus of any customer interferes with service provided by the Department or the delivery of service to other customers or interferes with the integrity of the Department's system.

e. For any variation, or interruption in electrical service including without limitation, any such variation or discontinuance because of abnormal or reduced voltage, emergency load reduction programs, rotation of the use of feeders, blackouts, or any causes beyond the reasonable control of the Department, including, but not limited to, accidents, weather conditions, animals, conditions of fuel supplies, war, civil commotion, labor difficulties, acts of customers, or any public authority.

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23. The Department will discontinue its service on 24-hour notice and remove its property if the customer fails to comply with or perform any of the requirements or obligations of these terms and conditions. If equipment or apparatus owned by the customer interferes unduly with service to other customers of the Department, or is determined by the Department to pose a hazard to Department employees, or the general public, service will be discontinued as soon as practical.

24. Under the Time-of-Use Rate the holidays granted for off-peak are; New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Columbus Day, Veteran's Day and Christmas Day.

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