

ASHBURNHAM MUNICIPAL LIGHT PLANT  
ASHBURNHAM, MASSACHUSETTS  
TERMS AND CONDITIONS

---

The following terms and conditions are a part of all rates, subject to change from time to time in accordance with statutes. The observance of these terms and conditions by the customer is a requirement of the Light Plant for establishing and continuing the supply of electricity.

**PAYMENT:**

All bills are due and payable upon presentation.

**APPLICATIONS:**

1. Prior to obtaining electric service, all applicants are required to apply in person at the Light Plant office, file the necessary application forms and render payment for all fees and security deposits, as may be required.
2. Applications for electric service and requests to discontinue or restore service must be made in writing direct to this Light Plant, at least five (5) days notice being required.
3. Applicants for individual residential service shall guarantee payment in advance, in full before construction can commence, when the supply of service involves the use of investments which in the judgement of the Light Plant, would not otherwise be warranted by the probable revenue to be obtained.
4. Temporary or permanent single-phase service will be provided from existing lines and poles to a distance of up to 200 feet for a service charge of \$150.00. The customer shall provide metering and distribution equipment as specified by the Light Plant. Any other type of service requirements must be made through special agreement with the Light Plant.
5. Residential Service: A deposit is required equal to the highest 3 month period for the previous year's service, but in no case less than \$200.00 as a security for the payment of the customer's indebtedness. Said deposit will be held by the Light Plant for the term of the agreement. Interest will be credited to their account monthly at a percentage rate as determined by the Department of Public Utilities. On termination of service, meter deposits or portions in excess of the final bill will be refunded.
6. Commercial and Industrial: A person or business entering into a rental or lease agreement for a commercial/industrial property shall provide a minimum of 3 months deposit. It is to be calculated by AMLP, and the calculation will be based on the best information available for electric usage for the type of business in which they are engaged. The deposit shall in no case be less than \$300.00 and will be held for the term of the agreement. Interest will be credited

to their account monthly at a percentage rate as determined by the Department of Public Utilities. On termination of service, meter deposits or portions in excess of the final bill will be refunded.

7. Single family home owners who rent their properties are advised that even though the electrical service is put in the name of the renter, the property owner remains responsible for any outstanding balance unpaid by the renter. (AMPL Policy 3.0006). Also *voted at a regular meeting of the Ashburnham Municipal Light Board on 7 October 1980, Vote: That the Town of Ashburnham acting through its municipal light board, on this date hereby accepts the provisions of the Massachusetts General Laws Chapter 164 Section 58 B to 58F, inclusive (as enacted by St. 1980, c.551)*

**SERVICE CONNECTIONS:**

1. Such wiring and other electrical equipment as may be necessary in order to utilize the service shall be installed by the customer and shall comply with State and Municipal regulations.
2. This Light Plant does no interior wiring. The applicant should see that the electrical contractor extends the wires to the point of entrance specified by the representative of the Municipal Light Plant.
3. Every person or corporation proposing to place wires designed to carry a current of electricity for light, heat or power within a building when the current is to be supplied by the Municipal Light Plant shall give notice to said Department before commencing the work.
4. Temporary or permanent secondary services requiring a pole as determined necessary by this Light Plant is \$325.00. All necessary anchors are \$75.00 each.
5. Additional poles and all necessary secondary cable at \$325.00 each.
6. Temporary or permanent service either overhead or underground will require an easement. The fee for which is \$75.00
7. Ashburnham Municipal does not allow direct buried wire; secondary service will be installed in conduit per our specifications.
8. **PRIMARY SERVICES** – Cost will be actual associated costs as per determined necessary by the Light Plant. The cost for transformers exceeding 300-kva bank/padmount, except for Municipal applications, shall be the responsibility of the customer and shall be supplied and maintained by Ashburnham Municipal Light Plant.
9. The necessity of primary service requirements will be determined by the Light Plant. The customer shall be responsible for all associated costs.
10. Primary service customers will pay for total layout and construction costs before this Light Plant will begin construction.
11. Engineering fees – Layout of pole line, etc. will be \$150.00 per hour.
12. Ashburnham Municipal does not allow direct buried wire; primary service conductors will be installed in conduit per our specifications.

### **METERS:**

1. Meter locations: No service will be connected if customer has failed to obtain a meter location from this Light Plant.
2. Electric meters are the property of this Light Plant. No one but authorized Light Plant personnel shall cut and open the Light Plant 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 electrical meter.
3. Meters damaged accidentally will be replaced at the expense of the property owner where the meter is located.
4. When a meter is found to be tampered with, service to that meter will be disconnected. To have service restored, the responsible party must first pay \$50.00 service fee, payable in cash at the Light Plant's office. Repeated violations will be reported to the Ashburnham Police Department for legal prosecution.
5. To restore power after it has been disconnected, application must be made in person at the Light Plant's office.
6. In addition to the fee for tampering, a deposit will be required if one is not already in effect. In case a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by the Light Plant based upon the consumption recorded for comparable periods of use.
7. Where an individual household, business enterprise, or institution occupies more than one unit of space, each such unit will be metered separately and considered a distinct customer. Where each unit is individually metered, the owner shall supply the Light Plant with a simplified plan and designate each unit within the building by appropriate number for identification purposes and mail addressing by the Light Plant.
8. Change of meter at the customer's request for meter test will be \$25.00. If found to be inaccurate, fee will be refunded.

### **DISCONTINUANCE OF SERVICE:**

1. Upon written request of the customer, the Light Plant will arrange for a temporary disconnect of service. A service charge of \$50.00 shall apply for each disconnect and each reconnection.
2. Services that have been discontinued for more than three months will require an inspection by a licensed electrician and approved by the Ashburnham Wire inspector.
3. Termination of service for delinquent account shall be subject to Department of Public Utilities rules and regulations currently in effect.
4. A \$50.00 service charge will be imposed when Light Plant personnel are dispatched to terminate service. Upon termination and prior to reconnection, delinquent accounts are

required to pay the entire outstanding balance, plus any additional usage billed prior to termination and reconnection fee as follows: Reconnection between the hours of 7:00 am and 3:30 pm, Monday through Friday \$50.00. Reconnection from 3:30 pm to 7:00 am or at any hour on weekends or holidays...\$150.00

5. Temporary removal of service drop from structure to facilitate structural change, siding, moving of service, moving of structure, etc...\$50.00
6. Tree or limb removals other than normal clearance trimming, if not on Town owned land, shall be the responsibility of the landowner. This Light Plant will, during normal working hours, and when properly notified, remove and replace its service drop to enable easier removal by its customers. After hours or weekends, the same service will be available except at actual costs.

#### **ATTACHMENTS FOR SERVICE DROP CONDUCTORS:**

1. On all new construction a service bolt for service drop conductors will be provided by the Light Plant and properly installed by the customer. The service bolt shall be located not less than six (6) inches below the service head or weather cap and have a horizontal clearance of 6 to 12 inches from the service entrance cable.

#### **RESPONSIBILITIES:**

1. The Light Plant shall not be liable for any interruption, abnormal voltage or discontinuance of its service if such interruption, abnormal voltage or discontinuance is without willful misconduct on its part, or is due to causes beyond its immediate control, whether fire, explosion, flood, weather conditions, accident, labor difficulties, conditions of fuel supply, the attitude of any public authority, reduction in voltage, rotation of the use of feeders, selected black-outs, failure to receive electricity for which in any manner it has contracted, or due to operation in accordance with good utility practice of an emergency load reduction program by the Municipal Light Plant or one with whom it has contracted for the supply of electricity, inability for any other reason to maintain uninterrupted service; provided, however, that if the Municipal Light Plant 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 request from the customer, the demand charge, if any, shall be suspended for the duration of such inability.
2. In case of loss or damage of the Light Plant's property, the customer shall pay to the Light Plant the value of such property or make good the same.
3. The customer of record shall be responsible for all electric energy furnished until the Light Plant has been notified in writing to discontinue or change ownership of the service.
4. The Light Plant's responsibility stops at the point of service attachment. From the point of attachment to the distribution panel and all circuits are the owner's property and

responsibility, with the exception of the electric energy meter. The Light Plant shall have the right to discontinue 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 the Light Plant, or if the equipment and apparatus of the customer interferes unduly with the service to the customers of the Light Plant.

**MISCELLANEOUS:**

- 1. Customer history report (non-contested billing report)...\$5.00 per year. Paid in advance, 5 year maximum.
- 2. All unpaid account in excess of 120 days subject to 1.5% monthly interest charges.
- 3. A \$25.00 fee per check will be charged for all checks returned to this Light Plant from the bank. Fee to be added to monthly bill.
- 4. A \$50.00 flat rate fee will be charged for temporary one day approved services for concerts, fairs or other functions of short duration.
- 5. The Ashburnham Municipal Light Plant joined the Massachusetts Renewable Energy Trust July 1<sup>st</sup> 2009. Monthly bills rendered after this date will have .0005 cents applied to all kilowatt hours sold. The charged will be applied evenly to all rate class serviced by the Light Plant. This vote in non-revocable.

Effective: On bills rendered after 1 July 2009

Filed by: Ashburnham Municipal Light Commission

George Ainsleigh \_\_\_\_\_

Kevin Lashua \_\_\_\_\_

Richard Ahlin \_\_\_\_\_