

TERMS AND CONDITIONS CONT'D

amount that the income to be derived there from at the applicable rates will, in the opinion of BMLD, be insufficient to warrant such expenditures.

16. All bills shall be due and payable upon presentation. If not paid within forty-five days of receipt, service shall be subject to termination in accordance with the Department of Public Utilities billing and termination regulations and the Massachusetts General Laws. After any such discontinuation of service, the Customer will pay a reconnecting charge of \$25 during office hours and \$75 after hours (including nights, weekends, and holidays), plus payment of all arrears, before service will be restored.
17. Checks returned as non-sufficient funds are subject to a \$25 BMLD processing fee.
18. Any bill for which valid payment has not been received within 45 days from the date of original invoice shall be considered past due and bear interest on any unpaid balance, including any outstanding interest charges, at a rate of 1.5% per month from the date that the bill was considered past due .
19. BMLD may require a cash deposit equal to an estimated bill for up to three months' service for security for payment of the Customer's indebtedness. Interest will be paid by BMLD upon any such cash deposit if such deposit is held for more than six months in accordance with the Massachusetts General Laws..
20. All meters shall be read at least every other month per the Department of Public Utilities' billing and termination regulations, and bills shall be rendered monthly except in cases where access to the meter is not obtained on the regular reading date, or where for other reasons BMLD rules a different billing period is required or desired. Where a billing period is for more than one month the initial block of the applicable rate shall be multiplied by the number of months covered by the billing period.
21. BMLD shall have the right to discontinue its service where the Customer fails to comply with or perform any of the requirements or obligations of these

Terms and Conditions or any other agreement with BMLD, or if the equipment and apparatus of the Customer interferes unduly with service to other Customers of BMLD. For restoration of service after such discontinuance, a reconnection charge of \$25 during office hours and \$75 after hours (including nights, weekends, and holidays) will be made.

22. When tenant moves out, the service will automatically revert back to the property owner, unless the property owner submits to BMLD a signed letter indicating that the owner does not want temporary electric service for the rental property.
23. Whenever BMLD determines unauthorized use of electricity by a customer, BMLD may make such changes in its meters or other equipment on said Customer premises or take such other corrective action as may be appropriate to ensure the safety and security of the general public, the equipment and its installation under the circumstances. BMLD shall have the right, when an unauthorized use of electricity has occurred, to assess reasonable estimated electric demand, if applicable, and energy charges back to the beginning of the unauthorized use, as well as all costs incurred in correcting the condition. BMLD may require full payment of all charges and costs prior to re-energizing. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the BMLD or to limit in any way any legal recourse which may be open to the BMLD under the Massachusetts General Laws regarding unmetered service and meter tampering.
24. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present Terms and Conditions.

Effective February 1, 2010

TOWN OF BELMONT MUNICIPAL LIGHT DEPARTMENT

TERMS AND CONDITIONS

CUSTOMER'S RIGHTS, EXPECTATIONS, AND RESPONSIBILITIES

EFFECTIVE FEBRUARY 1, 2010
MDPU No. 8



Dedicated to providing reliable service
to the Belmont community since 1898.

40 Prince St. • Belmont, MA 02478
Tel: 617-993-2800 Fax: 617-993-2846

BMLD'S TERMS AND CONDITIONS

The following Terms and Conditions are hereby made a part of all rates charged by Belmont Municipal Light Department ("BMLD") to its customers:

1. Applications for electric service or change of service must be made in writing direct to this Department at least seventy-two hours (3 days) prior to the effective date of the service or change of service.
2. The Customer shall wire to a point designated by BMLD, usually the first point of attachment to the building or property, at which point BMLD will connect its service.
3. BMLD shall not be responsible for any interruption, abnormal voltage, discontinuance or reversal of its service, or failure to supply electricity, due to causes beyond its immediate control including weather, 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 BMLD or one with whom it has contracted for a supply of electricity, or inability for any other reason to maintain uninterrupted and continuous service.
4. BMLD shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of BMLD's appliances and equipment on the Customer's premises, unless such damage is due to BMLD's gross negligence or willful misconduct. Neither by inspection nor non-rejection nor in any other way does BMLD 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. BMLD shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of the Company's service, conductors, appurtenances or other equipment on the customer's premises.
5. For the purpose of determining the amount of electricity delivered, a meter or meters shall be installed by BMLD at a location to be designated by

BMLD on meter sockets or troughs, provided by and wired by the Customer. Upon the reading of the Customer's meter, all bills shall be computed. If more than one meter is installed, except for the convenience of BMLD, the applicable rate charges shall be made for each additional meter.

6. The Customer shall furnish and install upon its premises such service and meter switch or circuit breakers as shall conform with specifications issued from time to time by BMLD, and BMLD may seal such circuit breaker, and such seals shall not be broken and that such adjustments or setting shall not be changed or in any way interfered with by the Customers. Cutting the meter seal without prior approval of BMLD may result in the assessment of a \$100 service fee.
7. The Customer shall furnish upon its premises, at no cost to BMLD, the necessary space, housing, fencing and foundations for such equipment required in connection with the supply of electricity whether the equipment is furnished by the Customer or BMLD. Such space, housing, fencing and foundations shall be in conformity with BMLD's specifications and subject to its approval.
8. The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of the National Electrical Safety Code and to those of BMLD, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.
9. Permission is given BMLD to access the Customer's premises at all reasonable times for the purpose of installing, inspecting, repairing or removing BMLD's meters and other appliances or equipment owned by BMLD.
10. Employees of BMLD will not diagnose problems nor repair customer-owned equipment such as but not limited to light bulbs, fuses, circuits, or switches.
11. The Customer shall not permit access for any purpose whatsoever, except by authorized employees of BMLD, to the meter or other appliances and equipment of BMLD, or interfere with the same, and shall provide for their safekeeping. In case of loss or damage of BMLD's property, the Customer shall pay to BMLD the value of such property or the cost of repairs.

12. The Customer is responsible for the installation, maintenance and repair of all components of the electric service, except the meter, up to and including the point-of-attachment. On an overhead service, the point-of-attachment is the support bracket, installed on the customer's structure, on which BMLD's service drop will terminate. On an underground service, the point-of-attachment is the BMLD-owned manhole/handhole designated by BMLD staff on or near the property line. On underground services originating at a BMLD owned pole, the point-of-attachment will be at BMLD's secondary conductors.

13. Temporary Repairs to a Permanent Service: In instances where Customer-owned equipment fails in service, BMLD will make a reasonable effort to temporarily repair/replace the faulty equipment to ensure the customer has electrical power until permanent repairs can be made. If repairs are not made within five (5) days, BMLD will discontinue service until repairs are made to the satisfaction of Belmont's Electrical Wire Inspector. In the case of an underground service cable failure, the customer will have thirty (30) days to retain a licensed electrician and have the defective cable replaced/repared. At the end of this 30-day period, BMLD will disconnect and remove the temporary service.

14. Temporary service connections for new building construction, outdoor lighting, fairs, carnivals, and other short term purposes will be made upon payment in advance of a minimum charge of \$100 per service, such payment will be in addition to any subsequent payments for electricity. Where a temporary transformer installation is necessary the Customer shall pay the full cost of the installation. The Customer shall provide and erect the necessary structure and install a suitable grounded switch and meter socket as shall conform to BMLD's specifications. The Customer will be held responsible for damages to BMLD's meter and equipment while in his possession and shall notify BMLD in advance of termination of this service.

15. BMLD may require a Customer to pay the whole or a part of the cost of extending its lines to a Customer's premises or other reasonable payments in addition to the payments for electricity whenever the estimated expenditures for the equipment necessary to properly supply the Customer's premises shall be of such an