

General Terms & Conditions

Effective: January 1, 2009

1. General:

This Terms and Conditions Statement ("Agreement") has been established to convey the conditions that you ("Customer") agree to when requesting service from Russell Electric Light ("REL"). The benefits and obligations of this Agreement will commence on the day that you, as the Customer, are connected to REL's service and will inure to and be binding upon the successors and assigns, survivors and executors or administrators of the original parties. REL reserves the right to revise, amend, supercede, supplement or change these Terms and Conditions from time to time in accordance with applicable laws, regulations and policy. The Terms and Conditions shall remain consistent with the Department of Public Utilities & Energy ("DPU") standards. In the event that any of the Terms and Conditions is in conflict with any applicable DPU rule or regulation, DPU rules and regulations shall govern.

2. Application:

Service shall not be supplied unless and until the Customer completes an "Application for Service". The Application must be accurate, true, complete and signed by the Customer of Record. All Customer's electrical needs present and future, if known, should be stated at the time of the application.

3. Deposit

A deposit will be required on any commercial or residential account. A two hundred dollar security deposit will be required for all customers. Deposits may be waived if the Customer provides REL with proof that the Customer is the owner of the property for which service is requested. REL reserves the right to request a deposit at any time, and from time to time, on any account that does not remain in good standing.

Interest is payable annually on all deposits which are retained longer than six (6) months at a rate that is at or above such rate specified by applicable laws and regulations. Such rate may be credited to a Customer's account. Refunds on deposits shall be returned if after twenty-four (24) months of service Customer has paid all bills for usage in the twenty-four (24) month period from the date of deposit and without leaving such bills unpaid within forty-five (45) days of receipt.

All deposits shall be due and paid before service will be provided.

4. Metering:

For the purpose of determining the amount of electricity used, a meter or meters will be installed and maintained by REL on the Customer's premises. All meters, wires and other apparatus furnished by REL are and shall remain the sole and exclusive property of REL. Customer agrees that the wiring upon the premises of the Customer to which service will be connected shall be installed and maintained by Customer in accordance with the requirements of the National Electrical Code and all requirements of the Town of Russell.

REL or its authorized agent shall have access to the Customer's premises at all reasonable times to install, read, inspect, test, operate, maintain, repair, or remove its equipment, to discontinue service, to determine the rate or rates for the Customer's electric service, or for any other purpose reasonably related to the provision of electric service.

The Customer shall not injure, interfere with, destroy or tamper with any meter or other property of REL. The Customer shall be responsible for the care and protection of any of REL's property located or installed on the Customer's premises and shall not permit anyone but REL or its authorized representatives to have access to such property. REL's property, machinery or equipment shall not be handled or operated by anyone other than REL or its authorized representatives without the express written consent of REL. REL will lock or seal all enclosures containing meters or metering equipment, and no person, except an employee or duly authorized agent of REL shall be permitted to, in any way, change or modify REL's meters or other equipment, and no seals or locks shall be permitted to be removed without the written authorization of REL. Customer shall indemnify and hold REL harmless, should any violations of these provisions result in injury, death or damage to persons or property.

Subject to the provisions of Massachusetts General Laws ("M.G.L."), Chapter 164 and applicable DPU regulations, when a meter is found to be tampered with, service to that meter will be disconnected. To have service restored, the Customer shall be required to pay charges (related to disconnection, damages and investigation) and may be required to pay an additional security deposit. Service shall not be restored until Customer has paid all charges in full. Instances of tampering with meters will be reported to the appropriate authorities. Customer may also be subject to criminal and civil penalties pursuant to the M.G.L.

5. Meter Reading / Bills:

A bill based on an actual or estimated reading of REL's metering equipment shall be rendered monthly, payable upon receipt. When a Customer is serviced through more than one meter, each meter will be considered separately.

If REL cannot obtain a meter reading, it shall render an estimated bill, provided REL has not rendered an estimated bill for the billing period prior to that for which the estimate is made, except in the case where circumstances reasonably beyond the control of REL prevent it from obtaining an actual meter reading. Subject to the provisions of M.G.L., Chapter 164 and applicable DPU regulations, if any Customer, directly or indirectly, prevents or hinders any such employee or agent of REL from entering such premises for the purposes of making such examination, REL may pursuant to M.G.L. c. 164, § 116 make a complaint to any court or magistrate authorized to issue criminal process.

6. Classification:

REL determines a Customer's appropriate rate based on information provided by Customer at the time of application for service. The rates are updated to provide each Customer the most advantageous rate available. It is the Customer's responsibility to assure itself that it is on a rate most advantageous to itself. Customer should promptly notify REL of any change in circumstances, which may qualify Customer for a more advantageous rate.

7. Discontinuance of Service / Nonpayment:

A. Unsafe wiring, fraud, or theft: REL may discontinue service without notice if a Customer's wiring is found to be in a dangerous or unsafe condition or as is necessary to protect REL from fraud or theft. Service shall not be resumed until the Town of Russell Wiring Inspector certifies to REL that any dangerous or unsafe condition has been corrected and all wiring is in accordance with the applicable laws and regulations.

B. Unsatisfactory Equipment: REL may discontinue service and remove its equipment if, in its judgment, the equipment has become unsatisfactory for further service due to deterioration, civil commotion, vandalism, state of war, explosion, fire, storm, flood, lightning, or any other cause reasonably beyond REL's control. Customer may be required to pay the applicable charges for the remainder, in any, of the applicable term of service.

C. Access to Premises: Subject to the provisions of M.G.L., Chapter 164 and applicable DPU regulations, if any Customer, directly or indirectly, prevents or hinders any employee or agent of REL from entering a premises for the purposes of making an examination, removing meters for the purpose of work relating to supply or regulation of

supply, or for the purpose of ascertaining the quantity of electricity consumed or supplied, such Customer shall be subject to termination of service.

D. Non-Payment of Charges: If a Customer defaults on payments due to REL, service may be discontinued in accordance with DPU Regulations 220 CMR 25.00-25.05, to the extent that such regulation is applicable. REL shall not restore service until the Customer has:

1. Made an Application for Service and paid all bills due for service previously furnished; and
2. Made a satisfactory deposit to insure payment of future bills; and
3. Paid the costs of reconnection of the premises for which service has been discontinued.

REL shall not be responsible or liable for loss or damage to any person or property resulting from disconnection of service regardless of whether service is disconnected at the Customer's request or by REL and regardless of whether the Customer owns the premises to which service has been supplied.

In the event of an actual or threatened shortage of energy supplies or resources, REL may, in its sole discretion, curtail, allocate, or interrupt electric service to any Customer or Customers, if REL determines, in its sole discretion, that any part of the generation, transmission or distribution systems REL utilizes may be threatened by a condition that may affect its ability to continue to supply electric service of sufficient quality, quantity and reliability.

Although REL will make every effort to make necessary repairs and changes to its system without having to suspend the delivery of service, REL reserves the right to suspend service in order to make repairs or changes.

8. Collection:

Lien upon real estate for nonpayment of service charge under Massachusetts General Law Chapter 164, Section 58B through 58F inclusive regarding tax liens for unpaid Municipal Electric charges. Notwithstanding such lien, any such overdue rate or charge may be collected through any other legal means, including the shutting off of electricity or services. The Customer is responsible for any collection costs, including court costs and attorneys' fees associated with any unpaid balances, meter tampering, theft of services, fraud or otherwise.

9. Limitations of Liability:

The Town of Russell, REL, 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 Russell, nor REL nor any of their respective agents or employees shall be liable to any person:

- A. For any failure by REL 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 REL, the presence of REL's apparatus or equipment on any Customer's premises, or any acts or omissions of REL.

C. For discontinuance of electrical 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 REL.

D. The discontinuance of electrical service if any equipment or apparatus of any Customer interferes with service provided by REL or with the delivery of service to other Customers or interferes with the integrity of REL's system.

E. For any variation, or interruption in electrical service including without limitation, any such variation or interruption because of abnormal or reduced voltage, emergency load reduction programs, blackouts, or any causes beyond the reasonable control of REL, including, but not limited to, accidents, war, civil commotion, acts of God, labor difficulties, acts of Customers, or acts of any public authority.

10. Inspection:

Approval by the Town of Russell Wiring Inspector for electric service is required before service can be initiated to any new, or newly wired or rewired building, structure or residence.

11. Payment:

Bills are due when rendered. The minimum charge as defined under REL's rate schedules shall be applicable at all times. All payments of bills rendered must be paid within twenty-five (25) days of billing date. Thereafter, 1.5% per month interest will be added to unpaid balance of non-residential bills. Public accounts subject to Sec. 94D of Chapter 164 MGL.

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