



RMLD Electric Service Requirements Handbook

Appendix C

**Rates, Tariffs, and
General Terms and Conditions**

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**READING MUNICIPAL LIGHT DEPARTMENT
GENERAL TERMS AND CONDITIONS
FOR ELECTRIC SERVICE**

I. APPLICABILITY

The following Terms and Conditions of the Reading Municipal Light Department ("RMLD") shall be a part of every Rate Schedule or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities ("DPU"). The provisions of these Terms and Conditions and the Schedule of Rates shall apply to all persons and entities applying for or receiving service from RMLD ("Customer") and compliance therewith by the Customer is a condition precedent to the initial and/or continuing supply of electricity, as applicable, by RMLD.

These Terms and Conditions, and any amendments hereto, are binding on every Customer regardless of whether such Customer has actual notice of them. No agent or employee of RMLD is authorized to modify, change or waive any of these Terms and Conditions by oral agreement, representation or otherwise. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time only by a duly authorized vote of the RMLD Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service shall be subject to RMLD's applicable policies, rules, regulations and specifications, to the extent not inconsistent with these Terms and Conditions.

II. INITIATING ELECTRIC SERVICE

- A. **EXCLUSIVE SERVICE PROVIDER.** RMLD shall be the exclusive electric service provider in its service territory. All Customers within RMLD's electric service territory shall be prohibited from purchasing energy from any other entity or person. All Customers within RMLD's electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with RMLD's express written consent, which may be withheld by RMLD in its sole discretion, or upon order of the DPU.
- B. **SERVICE APPLICATION.** Any person or entity seeking to initiate temporary or permanent service or to change or to restore service shall complete and sign a written application on such forms provided or specified by RMLD. RMLD may require that applications be submitted in person for identification purposes. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. RMLD may request any other information as it deems

necessary to secure payment for all charges and to provide efficient and reliable service.

- C. SECURITY DEPOSITS. RMLD may require any Customer, upon application for service or at any time, to furnish a security deposit in the form of cash, check, credit or debit card payment, or irrevocable letter of credit equal to an estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. The estimate maybe based on the highest month(s) of billing within a twelve-month period or based on the information reasonably available for electric usage for the type of business in which the Customer is engaged. RMLD may adjust the amount of the security deposit as necessary consistent with the Customer's usage history and as otherwise may be necessary to ensure that the full deposit is maintained. The security deposit may be maintained for the full term of service. Interest on security deposits held longer than six months shall be paid to the Customer or credited to the Customer's account in accordance with applicable laws or regulations. Outstanding charges may be deducted from the security deposit upon discontinuation or termination of service. RMLD may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means. Failure to pay the security deposit or any adjusted amount when due may result in denial or suspension of service.
- D. SERVICE CONTINGENT UPON CERTAIN RIGHTS. The supply of service is contingent upon RMLD's ability to secure and retain the necessary location(s), rights-of-way or other property rights for its poles, wires, conduit, cable, and other equipment or apparatus. The Customer, at its sole expense, shall provide or secure any necessary permits, licenses, certificates, easements or rights-of-way on private property as may be required by RMLD to enable RMLD to install and furnish the service for which application is made. RMLD, without liability, may suspend or terminate service if the Customer fails to furnish or maintain any such permits, licenses, certificates, easements or right-of-way grants required by RMLD for such service.
- E. REFUSAL TO SERVE. RMLD reserves the right to refuse to supply service to new Customers or to supply additional load or to upgrade service to any existing Customer if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service, or the difficulty of access thereto is such that it causes an undue hardship on RMLD, financial or otherwise. RMLD also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to

RMLD's other Customers. As a condition to providing or continuing service, RMLD may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by RMLD, at the Customer's sole expense.

- F. REJECTION FOR UNPAID BALANCE. RMLD reserves the right to reject any applications made by or on behalf of any Customer whose bills for service remain unpaid at the time of the application. In RMLD's discretion, RMLD may require either the execution of a Cromwell Waiver to add the outstanding balance to the new account or the payment of all outstanding bills in advance of supplying service.

III. INSTALLATION OF NEW SERVICE AND SERVICE CONNECTIONS

- A. CUSTOMER'S WIRING. Except for the meter, the Customer is responsible for the installation of all equipment and wiring on the Customer's premises beyond the point of connection, as specified by RMLD. The Customer's wiring and electrical equipment shall comply with applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and RMLD's specifications and policies as may be established or amended from time to time. The Customer shall obtain written approval of the Town Wiring Inspector prior to the connection of new service. RMLD may refuse to provide service until the Customer's wiring has been approved for energization or if RMLD determines that the Customer's installation does not comply with applicable requirements.
- B. EXTENSION OF DISTRIBUTION SERVICE. The extension of new service, whether to undeveloped areas or existing service locations, shall be subject to RMLD's requirements and specifications and at the Customer's expense. RMLD may require the execution of a separate construction agreement to address major or unusual new service installations, as determined by RMLD. When system-wide improvements are required, as determined by RMLD, to provide reliable service to the Customer due to the size of the load or the characteristics of service, the Customer may be required to pay all or a portion of the cost of such system-wide improvements. The Customer also may be required to pay all or a portion of the costs of the relocation of RMLD's existing facilities when required to provide new or upgraded service or when roadways are reconfigured to accommodate new service. Such charges will be based on RMLD's actual costs for labor and materials, including engineering and design.

- C. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. RMLD reserves the right to impose any Customer-specific engineering requirements or specifications, as RMLD, in its discretion, deems necessary for the protection of its distribution system and for the provision of safe and reliable service to the Customer and to RMLD's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.
- D. EQUIPMENT. RMLD may require the installation of any equipment that it deems necessary for the reliable and efficient provision of service and the protection of its facilities, including remote disconnect and current limiting devices.
- E. CUSTOMER INSTALLATIONS. When RMLD requires the Customer to install equipment and facilities for the extension, upgrade, repair, relocation or conversion of electric service, including temporary service, a Utility Authorization Number (UAN) shall be obtained from RMLD prior to the commencement of the work. All installations and work shall be performed in a workmanlike manner in accordance with applicable codes and prevailing industry standards, and shall be subject to RMLD's inspection and written approval. All equipment shall be installed at a location designated or authorized by RMLD. Service shall not be connected or reconnected to RMLD's facilities until written approval is obtained from RMLD and applicable local authorities. RMLD may suspend or disconnect service if the Customer's installation subsequently fails to satisfy applicable codes, standards or RMLD's requirements or specifications.
- F. OWNERSHIP OF EQUIPMENT AND FACILITIES. All equipment and facilities up to the point of connection, whether installed by the Customer or RMLD, shall be owned by RMLD. All meters shall be owned by RMLD. Unless otherwise provided herein or pursuant to a written agreement with the Customer, all equipment furnished by RMLD shall remain its property.
- G. REPLACEMENTS, REPAIRS, AND UPGRADES OF CUSTOMER EQUIPMENT AND FACILITIES. The Customer shall be responsible, at its expense, for maintaining its equipment and facilities in good condition, in compliance with applicable codes, and in accordance with RMLD's requirements and specifications. All new equipment and facilities shall conform to RMLD's requirements and specifications. RMLD may suspend or disconnect service if Customer fails to comply with this provision.

- H. TEMPORARY SERVICE. Temporary service will be provided to the Customer in accordance with RMLD's specifications and requirements and at the Customer's expense. The Customer shall pay a flat rate as provided in RMLD's prevailing rate schedules for temporary, single phase 120/240 Volt, 100 AMP, three-wire connections for building construction or reconstruction projects, or when permanent electric service will not result. The Customer shall pay the actual costs, as estimated by RMLD, for all other temporary service. All charges shall be paid in advance. Any temporary relocation of service drop conductors by RMLD to accommodate building reconstruction that will not be immediately connected to a new service entrance shall be subject to charges as a temporary service.

When temporary service is provided for the construction of new buildings and electric service is expected to be furnished to the location on a permanent basis, RMLD may reuse any equipment or material in the temporary service installation for the permanent connection. The temporary service extension charge will not include the costs of any material and associated labor that will be used in the permanent connection.

IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

- A. LOAD CHARACTERISTICS. RMLD will determine the character of service to be made available at each location. As provided in Article II, Section E, RMLD may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect RMLD's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of RMLD personnel, or require the installation of regulating equipment, as determined by RMLD in its sole discretion. The Customer shall notify RMLD in writing, on a form approved by the RMLD, before any change or addition is made in the load characteristics of the Customer's equipment. A minimum of 90 days' advanced written notice is required for load additions or changes that would result in a 25% increase above original load projections. The Customer shall be liable for any damage caused by any such changes or additions made without RMLD's written approval, including any damage to RMLD's meters, transformers, lines, or other equipment. RMLD reserves the right to install load-limiting devices to enable the disconnection of service if the rated capacity of RMLD's service is exceeded.
- B. TYPE OF SERVICE. The type and/or size of service requested by a Customer may not be available at the location where such service is desired. Non-standard

service only may be made available upon the express written approval of the General Manager of RMLD, as determined in RMLD's sole discretion, and at the sole expense of the Customer.

- C. COMPLIANCE WITH RATE AVAILABILITY. To the extent applicable, the use of service shall not be for any purposes other than those covered by the availability provision of the particular rate under which service is supplied.
- D. SUITABILITY OF EQUIPMENT AND APPARATUS. The Customer's wiring, equipment and apparatus shall be suitable for compatible operation with the service supplied by RMLD and shall, at all times, conform to the requirements of any legally constituted authorities and to those of RMLD, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the supplied service for any purpose or with any apparatus that would cause any disturbances or which may impair or render unsafe the service supplied by RMLD to its other Customers. RMLD shall not be responsible for the maintenance or installation of the equipment and property on the Customer's side of the delivery point, nor shall RMLD have any duty to investigate the same. However, RMLD reserves the right, but not the obligation, to disconnect its service, if to its knowledge and in its judgment, the Customer's installation has become or is dangerous, defective, or in violation of applicable safety codes or RMLD's requirements or specifications. The Customer shall be liable for any damage resulting to RMLD's apparatus or facilities or to its other Customers caused by the Customer's failure to comply with any provision of these Terms & Conditions.
- E. COMPLIANCE WITH LAWS. The Customer shall comply with all applicable by-laws, codes, requirements, certificates, permits and approvals of federal, state or municipal bodies or authorities with respect to the installation and maintenance of its equipment and facilities and shall be required to furnish satisfactory evidence of such compliance upon request. RMLD shall not be required to supply or continue service unless all applicable permits and approvals have been obtained or compliance with applicable codes has been established.
- F. RESALES PROHIBITED. Service supplied by RMLD shall be for the exclusive use of the Customer for the purpose and class of service specified, and such service shall not be resold.

**V. INSTALLATION, ACCESS AND PROTECTION OF RMLD'S EQUIPMENT
AND METERS**

- A. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, RMLD will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. All meters shall be installed on meter sockets or troughs provided and wired by the Customer, at its expense. All meters installed by RMLD shall remain the property of RMLD, regardless of whether such meter is repaired or replaced by RMLD at the Customer's expense as provided herein. RMLD shall maintain and test the meters in accordance with applicable laws or regulations.
- B. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever RMLD determines that an unauthorized use of electricity is being made at the service location, RMLD may make any changes to its meters, appliances or other equipment on the Customer's premises or take any other corrective action as may be appropriate under the circumstances to ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.
- C. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to RMLD, the necessary space, housing, fencing, barriers, and foundations for the protection of equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or RMLD. If the Customer refuses or fails to do so, RMLD, at its option, may charge the Customer the costs for furnishing and maintaining the necessary facilities or devices for the protection of its equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to RMLD's specifications and approval.
- D. ACCESS TO RMLD'S EQUIPMENT AND METERS. At all times, the meter and all other RMLD equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to RMLD at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to RMLD's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. RMLD may refuse to supply or may suspend service if access cannot be readily or safely obtained, as determined by RMLD in its sole discretion.
- E. GRANT OF RIGHTS. The Customer hereby gives RMLD permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing RMLD's meters, equipment or appliances. If access is refused or is otherwise not provided, RMLD may take such corrective action as it deems necessary, including suspending service until access is obtained. The Customer shall be responsible for all costs incurred by RMLD to obtain such access. The Customer shall pay all

such charges in full before service will be restored or any new service will be supplied. RMLD shall not be liable for any damage caused in obtaining lawful access to the premises.

- F. INTERFERENCE AND TAMPERING PROHIBITED. No person, unless expressly authorized by RMLD in writing, shall disconnect, remove, inspect or otherwise alter any meter or other equipment or facilities owned by RMLD. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to RMLD's meters or equipment. Upon request, RMLD will temporarily relocate meters to accommodate construction projects at the service location. Charges may apply. The Customer shall be responsible for the safekeeping of RMLD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith. RMLD may impose any additional reasonable conditions as it deems necessary for the protection of its equipment and facilities. The Customer shall be responsible for all costs associated with any damage or interference with RMLD's meters and/or equipment, including the cost of repairs or replacements as determined by RMLD in its sole discretion. RMLD reserves the right to suspend or discontinue service until full restitution is made and to take other reasonable measures to ensure the safety and protection of its property. In addition, any person found tampering with such RMLD equipment or meters may be subject to a fine or imprisonment, or both, as provided by G.L. c. 164, Section 126 or other applicable law.
- G. MULTIPLE DWELLING UNITS AND BUILDINGS. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered to be separate Customers and shall be metered individually wherever practicable. If a single family residence is subsequently converted to multiple dwelling units, or if for some other reason it is impractical, in the judgment of RMLD, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. RMLD shall have the option, but shall not be required to install separate service for any garage, barn, or other out-building if such service may be supplied from the main premises. Landlord customers shall comply with the requirements of the State Sanitary Code. As provided in Section IV.F, in no circumstances shall electricity be resold to the occupants.

VI. ADDITIONAL CUSTOMER RESPONSIBILITIES.

- A. PROTECTION OF CUSTOMER EQUIPMENT AND APPLIANCES. The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics, similar and other devices can be extremely sensitive to abnormal voltage or reversal of service. The Customer is solely responsible for the protection of its equipment and appliances and should consult the equipment manufacturer for suitable devices to protect against these conditions. RMLD shall

not be liable for any losses or damage to the Customer's equipment and appliances.

- B. INSTALLATION OF RELAYS. The Customer shall install, at its own expense, a reverse-phase relay of approved type on all alternating-current motors for passenger and freight elevators, hoists and cranes, and a reverse-power or other approved relays for parallel operation. The Customer is responsible for protecting all polyphase equipment from loss of phase conditions (single phasing).
- C. CHANGES IN CUSTOMER'S CONDITIONS OR INSTALLATION. The Customer shall provide advance written notice to RMLD of any proposed change to the purpose or location of the Customer's equipment or service conditions. Such changes shall not be made until approved by RMLD in writing. RMLD may request any information as it deems necessary to evaluate the effect of the proposed change on its system. The Customer shall be liable for any damage to the meters or other apparatus and equipment of RMLD caused by the changed conditions or installation made without RMLD's express prior approval. RMLD may terminate or refuse to provide service to any location if changes in the Customer's equipment, installation or interconnection fail to meet specifications or requirements prescribed RMLD.
- D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for RMLD to relocate any of its poles, wires or cables by which the Customer is served, the Customer, at its own expense, shall change the location of its point of delivery to a point readily accessible from the new location, and shall make any change in the wiring system in connection therewith. The Customer also may be responsible for the costs of such relocation if the relocation is necessitated by the Customer's service requirements or development plans.
- E. TREE AND DEBRIS REMOVAL. The Customer shall be responsible, at its expense, for removing and disposing of any trees, shrubs, branches, limbs, or debris that interfere with RMLD's equipment or facilities or the provision of electric service to the Customer or RMLD's other customers. RMLD shall have the right, but not the obligation, to clear the Customer's storm-related debris at the Customer's expense, as it deems necessary to access its facilities.

VII. RATES, CHARGES AND BILLING

- A. RATE. RMLD will determine the rate applicable to each Customer based upon such Customer's usage or class of service. Every Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year. RMLD shall not be liable for any claim that service provided to the Customer might have been less expensive or more advantageous to the

Customer if supplied under a different rate. Minimum charges may apply to each billing period or portion thereof as provided in the applicable rate schedule.

- B. CHANGES IN RATE. RMLD's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with G. L. c. 164, § 58. Service shall be billed at the new rate as of effective date.
- C. BILLING. Meters typically will be read on a monthly basis. At a minimum, all meters shall be read at least every other month as provided in the DPU billing and termination regulations, except where access to the meter cannot be obtained on the regular reading date. Bills for regular service charges shall be rendered monthly, except when RMLD determines that a different billing period is required or desirable as permitted by applicable law or regulation, such as on a bimonthly basis. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. RMLD may require payment in advance for such work.
- D. BUDGET AND PAYMENT PLANS FOR RESIDENTIAL CUSTOMERS. RMLD offers budget and payment plans to qualified residential customers in accordance with 220 CMR 25.02. The establishment and administration of budget and payment plans shall be subject to RMLD's prevailing policies and practices. RMLD may terminate budget and payment plans in accordance with applicable regulations and to the extent permitted, if the Customer discontinues automatic withdrawal payments when required, fails to maintain sufficient funds for full payment when due or otherwise fails to make any payment when due. Customers also may be subject to termination for electric service in accordance with 220 CMR. 25.00.
- E. DUE DATE. All bills shall be due and payable upon receipt. The bill shall be deemed to be received on the date of hand delivery or three days following the date of mailing, as applicable, unless otherwise specified in the applicable rate schedule. If a bill for monthly service is not paid in full within forty-five (45) days of receipt of the original invoice and the amount is not subject to a good faith dispute, the invoice shall be deemed to be past due and service shall be subject to termination in accordance with applicable laws and regulations. The Customer also may be subject to late payment fees. Any applicable discounts will apply only when all charges have been paid in full and only when full payment is received by RMLD by the discount expiration date. All claims for billing adjustments shall be made before the bill becomes past due.
- F. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer of record and shall be liable for all charges for service until such time as the Customer requests termination of service and a final meter reading is obtained by RMLD. All requests for termination shall be in writing on such

forms required by RMLD. Continuous service will be provided to rental properties during periods of vacancy upon the filing of an application for continuous service pursuant to which the property owner or management company agrees to pay for the charges until a new Customer-of-record is established.

- G. LIABILITY FOR UNMETERED SERVICE AND UNBILLED CHARGES.
When the Customer receives service that has not been metered or has not been charged due to a billing error or otherwise, RMLD may issue a make-up bill for the unbilled charges. The charges will be based on the actual use (if available) or estimated use (if actual meter readings are not available), at the applicable rate(s) for service during the period of unmetered or unbilled use.
- H. ADDITIONAL FEES AND CHARGES. Additional fees and charges may apply based on RMLD's then-current fees and charges.

VIII. SUSPENSION OR TERMINATION OF SERVICE

- A. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES. RMLD reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to RMLD's equipment or facilities, whether on or off the Customer's premises. RMLD also may suspend service at any time, in its judgment, to protect the safety of its workers or the public or its property, or otherwise when RMLD deems that an emergency exists. However, nothing in this Section shall be deemed to require RMLD to make any such repairs, replacements or changes, at times other than RMLD's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.
- B. NON-COMPLIANCE. RMLD shall have the right to suspend or discontinue service when the Customer fails to comply with or fails to perform any of the requirements or obligations of these Terms and Conditions or any applicable rate schedule or service agreement with RMLD, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with RMLD's system or service to RMLD's other Customers.
- C. REASONS OF SAFETY OR FRAUD. RMLD may suspend or discontinue service without prior notice in the following situations:
1. Where the Customer's wiring or equipment is found to be in a dangerous or unsafe condition or for other reasons affecting the health or safety of the public or RMLD's workers; and/or
 2. If necessary to protect RMLD from fraud or theft.

- D. CAUSES BEYOND RMLD'S CONTROL. RMLD may discontinue or suspend service and remove any RMLD equipment which, in the opinion of RMLD, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond RMLD's reasonable control.
- E. AS PERMITTED BY DPU REGULATIONS. RMLD may discontinue service in accordance with or as permitted by the DPU's billing and termination regulations, 220 C.M.R. 25.00, *et seq.*
- F. REMOVAL OF APPLIANCES. RMLD may remove its equipment, wiring and appliances upon termination or discontinuance of service. Such appliances, wiring and/or equipment shall not be restored except upon the filing and acceptance of a new application for service and payment of all outstanding charges and the costs of removal and restoration of service.

IX. LIMITATIONS ON LIABILITY AND DAMAGES AND EXCLUSIONS

- A. SERVICE QUALITY AND INTERRUPTIONS. While RMLD endeavors to furnish adequate and reliable service, RMLD does not guarantee continuous service or warrant that service will be free from interruptions or defects and disclaims any and all loss or liability resulting from its failure to provide service or its inability to maintain uninterrupted and continuous service to the extent allowed by law. RMLD shall not be responsible for any variation or diminution in service, abnormal voltage, or reversal of its service. To the extent such liability may not be disclaimed by law, RMLD shall not be liable for such condition except to the extent that such condition is caused solely by RMLD's gross negligence or willful misconduct. In no event shall RMLD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. RMLD shall have no duty to regulate voltage and/or frequency beyond that required by the American National Standard for Electric Power Systems and Equipment, ANSI C84.1, and if the Customer requires regulation of voltage and/or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at his own expense.

The Customer acknowledges that when a part or parts of the interconnected generation, transmission or distribution systems may be threatened by a condition which may affect the integrity of the supply of electric service, or when a condition of actual or threatened shortage of available energy supplies and resources shall exist, RMLD may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer. If Customers fail to comply with any such allocations or restrictions, RMLD may take such remedial actions as it deems appropriate under the circumstances including but not limited to, suspension of

electric service and/or imposing a surcharge for the Customer's excess use of electricity.

- B. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. RMLD shall not be liable for injuries or damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of RMLD's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does RMLD in any way give any warranty, express or implied, as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. RMLD shall not be liable for injuries or damages resulting in any way from the supplying or use of electricity or from the presence or operation of RMLD's service, conductors, appurtenances or other equipment on the Customer's premises.
- C. OTHER EVENTS. Notwithstanding the foregoing limitations, RMLD disclaims any and all liability for losses or damages due to any other causes beyond its immediate control, whether fire, explosion, flood, weather conditions, accidents, labor difficulties, conditions of fuel supply, the attitude of any public authority, reduction in voltage, rotational utilization of distribution feeders, scheduled black-outs, failure to receive electricity for which in any manner it has contracted, or due to the operation in accordance with good utility practice of an emergency load reduction program by RMLD or one with whom it has contracted for the supply of electricity.

Residential Schedule A Rate

Designation:

Residential A Rate

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Individual residential customers for all domestic uses where service is taken through one meter. Incidental commercial use, not exceeding 20% of the total energy used on the same premises is permitted.

Character of service:

A.C. 60 cycles: single phase.

Customer Charge:

\$7.70 per month

Distribution Energy Charge:

\$.09117 per Kilowatt-hour for all Kilowatt-hours usage

Budget Billing:

The customers under this rate will have available to them a budget billing program under which the customer is required to pay a levelized amount to the Department each billing period during the calendar year. The specifics of this program are outlined in the Department's General Terms and Conditions.

Low Income Discount

The Customer Charge under this rate will be waived upon verification of a low-income customer's receipt of any means-tested public benefit, or verification of eligibility for the low-income home energy assistance program, or its successor program, for which eligibility does not exceed 200 percent of the federal poverty level based on a household's gross income. In a program year in which maximum eligibility for LIHEAP exceeds 200 percent of the federal poverty level, a household that is income eligible under LIHEAP shall be eligible for the low-income electric discount. It is the responsibility of the customer to annually certify, by forms provided by the utility, the continued compliance with the foregoing qualifications.

Residential Schedule A Rate (cont'd)

Farm Discount:

Customers who meet the eligibility requirements set forth by the Massachusetts Department of Food and Agriculture for being engaged in the business of agriculture or farming, and upon certification to the RMLD by the Massachusetts Department of Food and Agriculture, will be eligible for an additional 10% discount, prior to the RMLD prompt payment discount, on rates and charges applicable on their monthly billing statement.

Energy Conservation Charge:

The bill for service hereunder may be increased or decreased as provided by the Energy Conservation Charge.

Fuel Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Standard Fuel Adjustment Clause.

Purchase Power Capacity and Transmission Charge:

The bill for service hereunder may be increased or decreased as provided by the Purchase Power Capacity and Transmission Charge.

Meter Reading and Billing:

Bills under this schedule will be rendered monthly. A prompt payment discount of 15% will be allowed on the Customer Charge and Distribution Energy Charge, only if the entire bill is paid-in-full by the discount due date.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

Residential Time-of-Use Schedule A2 Rate

Designation:

Residential Time-of-Use A2 Rate

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Individual residential customers for all domestic uses where service is taken through one On-Peak and Off-Peak meter. Incidental commercial use, not exceeding 20% of the total energy used on the same premises is permitted.

Character of service:

A.C. 60 cycles: single phase.

Customer Charge:

\$12.04 per month.

Distribution Energy Charge:

\$.05567 per Kilowatt-hour for all Kilowatt-hours usage

Definition of Periods:

The On-Peak period is defined as the hours between 12:00 Noon and 7:00 P.M. Monday through Friday except holidays as listed under the "Granted Holidays" paragraph listed below. The Off-Peak period is defined as the hours between 7:00 P.M. and 12:00 Noon Monday through Friday and all hours Saturday, Sunday and granted holidays as listed below.

Term:

A customer electing to be billed under this rate must remain on this rate for a minimum of one year. At the end of one year on this rate a customer may elect to remain on this rate or be billed under the Residential A Rate.

Residential Time-of-Use Schedule A2 Rate (cont'd)

Budget Billing:

The customers under this rate will have available to them a budget billing program under which the customer is required to pay a levelized amount to the Department each billing period during the calendar year. The specifics of this program are outlined in the Department's General Terms and Conditions.

Low Income Discount

The Customer Charge under this rate will be waived upon verification of a low-income customer's receipt of any means-tested public benefit, or verification of eligibility for the low-income home energy assistance program, or its successor program, for which eligibility does not exceed 200 percent of the federal poverty level based on a household's gross income. In a program year in which maximum eligibility for LIHEAP exceeds 200 percent of the federal poverty level, a household that is income eligible under LIHEAP shall be eligible for the low-income electric discount. It is the responsibility of the customer to annually certify, by forms provided by the utility, the continued compliance with the foregoing qualifications.

Farm Discount:

Customers who meet the eligibility requirements set forth by the Massachusetts Department of Food and Agriculture for being engaged in the business of agriculture or farming, and upon certification to the RMLD by the Massachusetts Department of Food and Agriculture, will be eligible for an additional ten percent discount, prior to the RMLD prompt payment discount, on rates and charges applicable on their monthly billing statement.

Energy Conservation Charge:

The bill for service hereunder may be increased or decreased as provided by the Energy Conservation Charge.

Fuel Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Standard Fuel Adjustment Clause.

Purchase Power Capacity and Transmission Charge:

The bill for service hereunder may be increased or decreased as provided by the Purchase Power Capacity and Transmission Charge.

Meter Reading and Billing:

Bills under this schedule will be rendered monthly. A prompt payment discount of 15% will be allowed on the Customer Charge, Distribution Demand Charge and Distribution Energy Charge, only if the entire bill is paid-in-full by the discount due date.

Residential Time-of-Use Schedule A2 Rate (cont'd)

Granted Holidays

Under the Residential Time-of-Use Schedule A2 Rate the holidays granted for Off-Peak are:
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving
Day, Columbus Day, Veteran's Day and Christmas Day.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein
and are a part of this rate schedule.

Residential Customer Owned Generation Under 20 kW

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Individual residential customers for all domestic uses. This rate and the Terms and Conditions contained therein govern certain renewable generation facilities located on a residential customer's premise, where the facility is owned or leased by the residential customer, located in the customer premise and used solely for the purpose of the customer's own consumption.

Rates and Billings:

During a billing period the customer will be billed the then applicable rate for all electricity used by the customer according to the RMLD billing meter.

If, during a billing period, the customer's facility feeds back excess electricity onto the RMLD system the rate credited to the customer for excess electricity fed into RMLD's distribution system shall be equal to the then applicable RMLD's Monthly Fuel Charge, which may be adjusted by the Standard Fuel Charge Clause, for the billing period in which the credit was generated.

The RMLD may impose additional Terms and Conditions, as it deems necessary, in its sole discretion, for the protection of its distribution system, service territory, or its customers.

General Terms:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate.

RMLD Terms & Conditions for Residential Customer-Owned Generation Under 20 kW

This tariff and the terms and conditions contained herein govern generation facilities located on a residential customer's premises, where such facilities are owned or leased by the residential customer, located on the customer's premises, and used solely for the purpose of the customer's own consumption.

Availability: Interconnection is available to qualifying renewable generation facilities owned or leased by a residential customer ("Customer"), which are located on the residential customer's property where such customer currently receives service from RMLD, for the purpose of offsetting all or part of that customer's own electric power requirements. The generating facility must generate electricity using solar or wind and shall not be capable of producing no more than 20 KW ("Facility"). The use of a Facility for providing service to a third party is strictly prohibited. Under no circumstance shall output from the Facility be provided or credited to any third party. The availability of interconnection to a Customer that owns or leases a Facility is subject to the terms and conditions contained in this tariff. RMLD's General Terms and Conditions shall also apply to service under this tariff and Terms and Conditions, where not inconsistent with any specific provision hereof. RMLD may impose additional terms and conditions, specifications, or requirements, as it deems necessary, in its sole discretion, for the protection of its electric system, service territory or its customers. In its sole discretion, RMLD may limit the cumulative generating capacity of all Facilities in its service territory.

1. Construction of the Facility. The Customer shall not proceed to construct the Facility until the RMLD has received the completed Application for Customer-Owned Generation and said application has been approved by the RMLD. The Application, as prescribed by RMLD and modified from time to time, shall be accompanied by a one-line diagram of the proposed Facility, and any applicable fee that may be required. RMLD may request any additional information that it deems necessary. The RMLD will not approve any such application if it determines that the Facility will have an adverse impact on RMLD's system, or does not, or will not, comply with any of RMLD's Terms and Conditions, specifications or requirements. The Facility's system capacity is subject to RMLD inspection and approval. The Facility shall be designed, constructed and operated in a manner that causes it to meet or exceed all applicable safety and electrical standards, including but not limited to the Massachusetts Building Code; the Massachusetts Department of Public Utilities' regulations; the National Electric Code; the National Electrical Safety Code; Institute of Electronic, and Electrical Engineers (IE EE); United Laboratories (UL); and RMLD's General Terms and Conditions for Service. The Customer is responsible for all permits and regulatory approvals necessary for construction and operation of the Facility.

2. Interconnection and Operation. The Customer may operate Facility and interconnect with the RMLD's system only after the following has occurred:

2.1 Municipal Inspection. Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified and/or approved by the local wiring inspector.

2.2 Certificate of Completion. The Customer shall return the Certificate of Completion, to the RMLD, P.O. Box 150, Reading, MA 01867 or by email to energyrmlld@rmlld.com.

2.3 RMLD Right to Inspection. Within ten (10) business days after the receipt of the Certificate of Completion, the RMLD shall, upon reasonable notice, and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been properly installed, and that all electric connections have been made in accordance with the RMLD's requirements including these Terms and Conditions and RMLD's General Terms and Conditions. The RMLD has the right to disconnect the Facility in the event of improper installation or failure to return the Certificate of Completion to the RMLD.

2.4 Interconnection Metering/Wiring. The Customer shall furnish and have installed, if not already in place, the necessary meter socket and wiring in accordance with all applicable safety and electrical standards.

2.5 Payment of Any Upgrades. The Customer shall be responsible for paying RMLD for any upgrades to RMLD's system necessitated by the connection of the Facility to RMLD's system. The Customer is also responsible for equipment expenses including bi-directional meters necessary to accommodate the Facility as set forth herein.

3. Safe Operation and Maintenance. The Customer shall be solely responsible for constructing, operating, maintaining, and repairing the Facility in a safe manner. The RMLD may temporarily disconnect the Facility to facilitate planned or emergency RMLD work. In addition, RMLD may disconnect the Facility from its system at any time that RMLD determines, in its sole discretion, that the safety and reliability of RMLD's system may be compromised by the operation of the Facility. In the event that Facility damages RMLD's system, the Customer shall be solely responsible for all costs associated with the repair and/or replacement of damaged portion of RMLD's system and/or equipment.

4. Metering. RMLD will furnish and install, at the Customer's expense, a bi-directional meter capable of reading net usage within ten (10) business days after the inspection of the Facility set forth in Section 2.3.

5. Limitation of Liability, Indemnification and Insurance. RMLD shall not be liable to the Customer or any other person for any loss, injury, damage, casualty, fees or penalties, asserted on the basis of any theory, arising from, related to or caused by the construction, installation, operation, maintenance or repair of the Facility, and associated equipment and wiring, except to the

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extent of its own gross negligence or willful misconduct, but only to the extent permitted by law. Neither by inspection nor non-rejection nor in any other way does RMLD 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, including the Facility. The Customer shall indemnify and hold harmless RMLD, its board members, managers, employees, agents, consultants, attorneys and assigns from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, payments and liabilities, together with any costs and expenses (including attorneys' fees) incurred in connection with, resulting from, relating to or arising out of the construction, operation, maintenance and repair of the Facility, including the Customer's failure to comply with these Terms and Conditions or any abnormality or failure in the operation of the Facility, or any adverse impact to RMLD's system or its other customers. The Customer shall maintain sufficient insurance to cover any damage to RMLD's system caused by the construction, operation, maintenance and repair the Facility and shall name RMLD as additional insured. The Customer shall provide RMLD with proof of satisfactory insurance upon request by RMLD.

6. Termination. Service may be terminated under the following conditions.

6.1 By Interconnecting Customer. The Customer may terminate service under this tariff by providing written notice to RMLD. Except in an emergency, a minimum of 30 days advanced written notice is required for the permanent removal or disconnection of the Facility.

6.2 By RMLD. The RMLD may terminate service under this tariff (1) if the Facility fails to operate for any consecutive twelve-month period or (2) in the event that the Facility impairs the operation of RMLD's electric distribution system or service to other customers or materially impairs the local circuit and the Customer does not cure the impairment at its sole expense.

7. Assignment/Transfer of Ownership of the Facility. Service under this tariff shall not be transferred. In the event that a transfer of ownership of the premises and the Facility to a new Customer occurs, the new Customer must file Application for Residential Customer Owned Generation and the application must be approved by RMLD.

8. Rates and Billing:

During a billing period, if the Customer uses more electricity than its premise feeds back into RMLD's system, then the Customer will be billed based on the rate applicable to that customer's class of service under the applicable RMLD tariff.

If, during a billing period, the customer's Facility feeds excess electricity into the RMLD's distribution system the rate credited to the customer for excess energy fed into RMLD's distribution system shall be equal to the amount of kWh fed into the RMLD's distribution system multiplied by the then applicable RMLD's Standard Fuel Charge Clause.

Commercial Schedule C Rate

Designation:

Commercial C Rate

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Service under this rate is available to industrial, commercial, or municipal customers who take all their requirements under this rate. All electricity furnished under this rate will be metered through one service unless it is convenient for the Department to do otherwise.

Character of service:

AC 60 cycles: single phase or three phase.

Customer Charge:

\$13.38 per month.

Distribution Demand Charge:

\$13.11177 per Kilowatt for all demand usage.

Distribution Energy Charge:

\$0.02554 per Kilowatt-hour for all Kilowatt-hours usage.

Budget Billing:

The customers under the C Rate may elect the Budget Billing program under which the customer is required to pay the levelized amount to the Department each billing period during the calendar year. This rate is not available to C Rate Customers electing the Contract Demand Rate, or the Non-Firm Demand Rate. The specifics of this program are outlined in the Department's General Terms and Conditions.

Energy Conservation Charge:

The bill for service hereunder may be increased or decreased as provided by the Energy Conservation Charge.

Fuel Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Standard Fuel Adjustment Clause.

Purchase Power Capacity and Transmission Charge:

The bill for service hereunder may be increased or decreased as provided by the Purchase Power Capacity and Transmission Charge.

Commercial Schedule C Rate (cont'd)

Measurement of Billing Demand:

The billing demand shall be the highest of the fifteen minute kilowatt demand established during the billing period, but not less than eighty percent of the maximum demand established during the preceding summer season or sixty percent of the maximum demand established during the winter season.

Definitions of Seasons:

The summer season is defined as the months of June through September and the winter season is defined as the months of October through May.

Farm Discount:

Customers who meet the eligibility requirements set forth by the Massachusetts Department of Food and Agriculture for being engaged in the business of agriculture or farming, and upon certification to the RMLD by the Massachusetts Department of Food and Agriculture, will be eligible for an additional ten percent discount, prior to the RMLD prompt payment discount, on rates and charges applicable on their monthly billing statement.

Customer Transformer Ownership:

A customer requiring a minimal transformer capacity of over 1,500 kVA will be required to furnish its own transforming and protective equipment, including mat, vault, primary and secondary cables, conduits, etc., which must comply with the specifications of the Department. The following discounts apply when the above is complied with:

\$.12 per kilowatt of demand when the service is taken at 2,400/4,160 volts.

\$.25 per Kilowatt of demand when the service is taken at 13,800 volts.

Primary Metering:

The Department may, at its option, meter at the customer's utilization voltage or on the high side of the transformer through which the service is furnished.

In the latter case, or if the customer's utilization voltage requires no transformation, a discount of 1.8% will be applied to the bill's demand and consumption charges but in no case will such discount be allowed if the metering voltage is less than 2,400 volts.

Commercial Schedule C Rate (cont'd)

Meter Reading and Billing:

Bills under this schedule will be rendered monthly. A prompt payment discount of 15% will be allowed on the Customer Charge, Distribution Demand Charge and Distribution Energy Charge, only if the entire bill is paid-in-full by the discount due date.

General Terms:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

Industrial Time-of-Use Schedule I Rate

Designation:

Industrial Time-of-Use I Rate

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Service under this rate is available to industrial, commercial, or municipal customers who take all their requirements under this rate. All electricity furnished under this rate will be metered using an electronic meter capable of metering On-Peak and Off-Peak energy as well as kW demand.

Character of service:

A.C. 60 cycles: single phase or three phase.

Customer Charge:

\$70.93 per month.

Distribution Demand Charge:

\$17.81095 per Kilowatt for all demand usage.

Definition of Periods:

The On-Peak period is defined as the hours between 12:00 Noon and 7:00 P.M., Monday through Friday except holidays as listed below. The Off-Peak period is defined as the hours between 7:00 P.M. and 12:00 Noon, Monday through Friday and all hours Saturday, Sunday and granted holidays as listed below.

Term:

A customer electing to be billed under this rate must remain on this rate for a minimum of one year. At the end of one year on this rate a customer may elect to remain on this rate or be billed under the Commercial C Rate.

Energy Conservation Charge:

The bill for service hereunder may be increased or decreased as provided by the Energy Conservation Charge.

Fuel Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Standard Fuel Adjustment Clause.

Purchase Power Capacity and Transmission Charge:

The bill for service hereunder may be increased or decreased as provided by the Purchase Power Capacity and Transmission Charge.

Industrial Time-of-Use Schedule I Rate (cont'd)

Measurement of Billing Demand:

The Billing demand shall be the highest of the fifteen minute On Peak kilowatt demand established during the billing period, but not less than eighty percent of the maximum On Peak demand established during the preceding summer season or sixty percent of the maximum On Peak demand established during the winter season.

The summer season is defined as the months of June through September and the winter season is defined as the months of October through May.

Farm Discount:

Customers who meet the eligibility requirements set forth by the Massachusetts Department of Food and Agriculture for being engaged in the business of agriculture or farming, and upon certification to the RMLD by the Massachusetts Department of Food and Agriculture, will be eligible for an additional ten percent discount, prior to the RMLD prompt payment discount, on rates and charges applicable on their monthly billing statement.

Customer Transformer Ownership:

A customer requiring a minimal transformer capacity of over 1,500 kVA will be required to furnish its own transforming and protective equipment, including mat, vault, primary and secondary cables, conduits, etc., which must comply with the specifications of the Department. The following discounts apply when the above is complied with:

\$.12 per Kilowatt of demand when the service is taken at 2,400/4,160 volts.

\$.25 per Kilowatt of demand when the service is taken at 13,800 volts.

Primary Metering:

The Department may, at its option, meter at the customer's utilization voltage or on the high side of the transformer through which the service is furnished.

In the latter case, or if the customer's utilization voltage requires no transformation, a discount of 1.8% will be applied to the bill's demand and consumption charges but in no case will such discount be allowed if the metering voltage is less than 2,400 volts.

Industrial Time-of-Use Schedule I Rate (cont'd)

Meter Reading and Billing:

Bills under this schedule will be rendered monthly. A prompt payment discount of 15% will be allowed on the Customer Charge, Distribution Demand Charge and Distribution Energy Charge, only if the entire bill is paid-in-full by the discount due date.

Granted Holidays

Under the Industrial Time-of-Use Schedule I Rate the holidays granted for Off-Peak are; New Year's Day, President's Day, Memorial Day, Juneteenth Independence Day, Labor Day, Thanksgiving Day, Columbus Day, Veteran's Day and Christmas Day.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

School Schedule SCH Rate

Designation:

School SCH Rate

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Applicable to public or private schools offering kindergarten, regular elementary, middle, and high school as approved by the Department, who take all their requirements under this rate. All electricity furnished under this rate will be metered through one service unless it is convenient for the Department to do otherwise.

Character of service:

AC 60 cycles: single phase or three phase.

Customer Charge:

\$13.09 per month.

Distribution Demand Charge:

\$8.95482 per Kilowatt for all demand usage.

Distribution Energy Charge:

\$.01767 per Kilowatt-hour for all Kilowatt-hours usage.

Budget Billing:

The customers under the School Rate may elect the Budget Billing program under which the customer is required to pay levelized amount to the Department each billing period during the calendar year.

Energy Conservation Charge:

The bill for service hereunder may be increased or decreased as provided by the Energy Conservation Charge.

Fuel Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Standard Fuel Adjustment Clause.

Purchase Power Capacity and Transmission Charge:

The bill for service hereunder may be increased or decreased as provided by the Purchase Power Capacity and Transmission Charge.

School Schedule SCH Rate (cont'd)

Measurement of Billing Demand:

The billing demand shall be the highest of the fifteen minute Kilowatt demand established during the billing period, but not less than eighty percent of the maximum demand established during the preceding summer season or sixty percent of the maximum demand established during the winter season.

Definitions of Seasons:

The summer season is defined as the months of June through September and the winter season is defined as the months of October through May.

Customer Transformer Ownership:

A customer requiring a minimal transformer capacity of over 1,500 kVA will be required to furnish its own transforming and protective equipment, including mat, vault, primary and secondary cables, conduits, etc., which must comply with the specifications of the Department. The following discounts apply when the above is complied with:

\$.12 per kilowatt of demand when the service is taken at 2,400/4,160 volts.

\$.25 per Kilowatt of demand when the service is taken at 13,800 volts.

Primary Metering:

The Department may, at its option, meter at the customer's utilization voltage or on the high side of the transformers through which the service is furnished.

In the latter case, or if the customer's utilization voltage requires no transformation, a discount of 1.8% will be applied to the bill's demand and consumption charges but in no case will such a discount be allowed if the metering voltage is less than 2,400 volts.

Meter Reading and Billing:

Bills under this schedule will be rendered monthly. A prompt payment discount of 15% will be allowed on the Customer Charge, Distribution Demand Charge and Distribution Energy Charge, only if the entire bill is paid-in-full by the discount due date.

General Terms:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

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**MDPU #287 supersedes
and cancels MDPU #227**

Commercial/Industrial Customer-Owned Generation

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Individual commercial/industrial customers for all commercial uses. This rate and the Terms and Conditions contained therein govern certain renewable generation facilities located on a commercial/industrial customer's premise, where the facility is owned or leased by the commercial/industrial customer, located in the customer premise and used solely for the purpose of the customer's own consumption.

Rates and Billing:

During a billing period the customer will be billed the then applicable rate for all electricity delivered by the RMLD and used by the customer according to the RMLD's billing meter.

If, during a billing period, the customer's Facility feeds excess electricity into the RMLD's distribution system the rate credited to the customer for excess energy fed into RMLD's distribution system shall be equal to the amount of kWh fed into the RMLD's distribution system multiplied by the then applicable RMLD's Standard Fuel Charge Clause, for the billing period in which the credit was generated.

The RMLD may impose additional Terms and Conditions, as it deems necessary, in its sole discretion, for the protection of its distribution system, service territory, or its customers.

General Terms:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate.

Rate Filed: June 22, 2018

Effective: On Billing on or After July 1, 2018

Filed by: Coleen M. O'Brien, General Manager

RMLD Terms and Conditions for Commercial Customer-Owned Generation

This tariff and the terms and conditions contained herein govern generation facilities located on a commercial customer's premises, where such facilities are owned or leased by the commercial customer, located on the customer's premises and used solely for the purpose of the customer's own consumption.

Availability: Interconnection is available to qualifying renewable generation facilities owned or leased by a commercial customer ("Customer"), located on the Customer's property where such Customer currently receives electric service from RMLD, for the purpose of offsetting all or part of that Customer's own electric power requirements ("Facility"). The Facility must generate electricity using wind or solar power and the Facility may not exceed the Customer's expected monthly load requirements. The use of a Facility for providing service to a third party is strictly prohibited. Under no circumstances shall output from the Facility be provided or credited to any third party or any other account of the Customer. The availability of interconnection to a Customer that owns or leases a Facility is subject to the terms and conditions contained in this tariff. RMLD's General Terms and Conditions shall also apply to service under this tariff and Terms and Conditions, where not inconsistent with any specific provision hereof. RMLD may impose additional terms and conditions, specifications, or requirements, as it deems necessary, in its sole discretion, for the protection of its electric system, service territory or its customers. In its sole discretion, RMLD may limit the cumulative generating capacity of all Facilities in its service territory.

1. Construction of the Facility. The Customer may not proceed to construct the Facility until the RMLD has received the completed Application for Customer-Owned Generation and said application has been approved by the RMLD. The Application, as prescribed by RMLD and modified from time to time, shall be accompanied by a one-line diagram of the proposed Facility, and any applicable fee that may be required. RMLD may request any additional information that it deems necessary. The RMLD will not approve any such application if it determines that the Facility will have an adverse impact on RMLD's system, or does not, or, will not comply with any of RMLD's Terms and Conditions, specifications or requirements. The Facility's system capacity is subject to RMLD inspection and approval. The Facility shall be designed, constructed and operated in a manner that causes it to meet or exceed all applicable safety and electrical standards, including but not limited to the Massachusetts Building Code; the Massachusetts Department of Public Utilities' regulations; the National Electric Code; the National Electrical Safety Code; Institute of Electronic, and Electrical Engineers (IEEE); United Laboratories (UL); and RMLD's General Terms and Conditions for Service. The Customer is responsible for all permits and regulatory approvals necessary for construction and operation of the Facility.

2. Interconnection and Operation. The Customer may operate Facility and interconnect with the RMLD's system only after the following has occurred:

2.1 Municipal Inspection. Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified and/or approved by the local wiring inspector.

2.2 Certificate of Completion. The Customer shall return the Certificate of Completion, to the RMLD, P.O. Box 150, Reading, MA 01867-0250 or by email to energyrmlld@rmlld.com.

2.3 RMLD Right to Inspection. Within ten (10) business days after the receipt of the Certificate of Completion, the RMLD shall, upon reasonable notice, and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been properly installed, and that all electric connections have been made in accordance with the RMLD's requirements including these Terms and Conditions and RMLD's General Terms and Conditions. The RMLD has the right to disconnect the Facility in the event of improper installation or failure to return the Certificate of Completion to the RMLD.

2.4 Interconnection Metering/Wiring. The Customer shall furnish and have installed, if not already in place, the necessary meter socket and wiring in accordance with all applicable safety and electrical standards.

2.5 Payment of Any Upgrades. The Customer shall be responsible for paying RMLD for any upgrades to RMLD's system necessitated by the connection of the Facility to RMLD's system. The Customer is also responsible for equipment expenses including bi-directional meters necessary to accommodate the Facility as set forth herein.

3. Safe Operation and Maintenance. The Customer shall be solely responsible for constructing, operating, maintaining, and repairing the Facility in a safe manner. The RMLD may temporarily disconnect the Facility to facilitate planned or emergency RMLD work. In addition, RMLD may disconnect the Facility from its system at any time that RMLD determines, in its sole discretion, that the safety and reliability of RMLD's system may be compromised by the operation of the Facility. In the event that Facility damages RMLD's system, the Customer shall be solely responsible for all costs associated with the repair and/or replacement of damaged portion of RMLD's system and/or equipment.

4. Metering. RMLD will furnish and install at the Customer's expense, a bi-directional meter capable of reading net usage within ten (10) business days after the successful inspection of the Facility set forth in Section 2.3, above, at Customer's expense.

Rate Filed: June 22, 2018

Effective: On Billing on or After July 1, 2018

Filed by: Coleen M. O'Brien, General Manager

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5. Limitation of Liability, Indemnification and Insurance. RMLD shall not be liable to the Customer or any other person for any loss, injury, damage, casualty, fees or penalties, asserted on the basis of any theory, arising from, related to or caused by the construction, installation, operation, maintenance or repair of the Facility, and associated equipment and wiring, except to the extent of its own gross negligence or willful misconduct, but only to the extent permitted by law. Neither by inspection nor non-rejection nor in any other way does RMLD 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, including the Facility. The Customer shall indemnify and hold harmless RMLD, its board members, managers, employees, agents, consultants, attorneys and assigns from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties payments and liabilities, together with any costs and expenses (including attorneys' fees) incurred in connection with resulting from, relating to or arising out of the construction, operation, maintenance and repair of the Facility, including the Customer's failure to comply with these Terms and Conditions or any abnormality or failure in the operation of the Facility, or any adverse impact to RMLD's system or its other customers. The Customer shall maintain sufficient insurance to cover any damage to RMLD's system caused by the construction, operation, maintenance and repair the Facility and shall name RMLD as additional insured. The Customer shall provide RMLD with proof of satisfactory insurance upon request by RMLD.

6. Termination. Service may be terminated under the following conditions.

6.1 By Interconnecting Customer. The Customer may terminate service under this tariff by providing written notice to RMLD. Except in an emergency, a minimum of 60 days' advanced written notice is required for the permanent removal or disconnection of the Facility.

6.2 By RMLD. The RMLD may terminate service under this tariff (1) if the Facility fails to operate for any consecutive twelve-month period or (2) in the event that the Facility impairs the operation of RMLD's electric distribution system or service to other customers or materially impairs the local circuit and the Customer does not cure the impairment at its sole expense.

7. Assignment/Transfer of Ownership of the Facility. Service under this tariff shall not be transferred. In the event that a transfer of ownership of the premises and the Facility to a new Customer occurs, the new Customer must file an Application for Commercial Customer Owned Generation and the application has been approved by RMLD.

8. Rates and Billing:

During a billing period the customer will be billed the then applicable rate for all electricity delivered by the RMLD and used by the customer according to the RMLD's billing meter.

If, during a billing period, the customer's Facility feeds excess electricity into the RMLD's distribution system, the rate credited to the customer for excess energy fed into RMLD's distribution system shall be equal to the amount of kWh fed into the RMLD's distribution system multiplied by the then applicable RMLD's Standard Fuel Charge Clause, for the billing period in which the credit was generated.

Rate Filed: June 22, 2018

Effective: On Billing on or After July 1, 2018

Filed by: Coleen M. O'Brien, General Manager

Cooperative Resale Schedule G Rate

Designation:

Cooperative G Rate

Available in:

Available to municipal lighting plants and private companies whose service territory is adjacent to the service territory of the Department and for distribution to such customers that cannot be served from the existing distribution lines, provided that the Department has available facilities for furnishing the service

Character of Service:

A.C. 60 cycles: single phase.

Customer Charge:

\$4.39 per month.

Distribution Energy Charge:

\$.05200 per Kilowatt-hour for all Kilowatt-hours usage.

Fuel Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Standard Fuel Adjustment Clause.

Purchase Power Capacity and Transmission Charge:

The bill for service hereunder may be increased or decreased as provided by the Purchase Power Capacity and Transmission.

Meter Reading and Billing:

Bills under this schedule will be rendered monthly. A prompt payment discount of 15% will be allowed on the Customer Charge and Distribution Energy Charge, only if the entire bill is paid-in-full by the discount due date.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

Purchase Power Capacity and Transmission Charge

Applicability:

The Purchase Power Capacity and Transmission Charge, or the annual average base power supply base costs, shall be applied to all customers receiving service under any rate schedule of the Department.

Power Cost Amount:

The Purchase Power Capacity and Transmission Charge amount shall be the total amount of all power and transmission charges incurred by the Department, exclusive of fuel, for electric service to all customers. Such cost shall be computed periodically on actual or estimated power billings and divided by the total kilowatt-hour sales to all customers for that month. The resultant cost shall be rounded to the nearest \$.00001/kilowatt-hour.

For customers receiving service under the Department's Industrial Time-of-Use I Rate the power cost amount will be expressed as a demand charge in \$/kW of demand. The demand charge will be calculated to recover the same revenue as the per-kilowatt-hour charge applied to all other customers.

Calculation of the Purchase Power Capacity and Transmission Charge:

The Purchase Power Capacity and Transmission Charge shall equal the power cost amount. The resultant charge shall be applied to all bills in the following month.

Other Charges and Credits:

By order of the Reading Municipal Light Board, the Purchase Power Capacity and Transmission Charge may reflect additional one-time or irregular credits resulting from power refunds, out of period adjustments or reduced power reserve needs.

Standard Fuel Charge Clause

The fuel charge per kWh applicable to customers billed on a monthly basis will be the month's estimated energy cost divided by the estimated sales of kWh in that month, adjusted by over and under collections in the previous month.

Adjustments will be made periodically to account for over and under recovery of purchased energy costs. The object is to continually balance fuel costs with fuel charges. Adjustments will be calculated to credit over collections or charge under collections in no less than a three-month period.

As referenced in Residential Rate A2 and Industrial Time-of-Use Rate I, the fuel charge On-Peak and fuel charge Off-Peak are calculated based on the monthly fuel charge and adjusted using the historical on-peak and off-peak kWh usage.

Efficiency and Electrification Charge (EEC)

The Efficiency and Electrification Charge (EEC) per kWh, applicable to retail customers billed, will be calculated based on the projected annual efficiency and electrification programs expenses, divided by the projected annual retail sale of kilowatt-hours.

Adjustments will be made periodically to account for over and under recovery of efficiency and electrification program costs associated with an evolving mix of programs and levels of customer participation in same.

Rate Filed: October 6, 2021
Effective: On Billings on or After November 1, 2021
Filed By: Coleen M. O'Brien, General Manager

Solar Choice Rider

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

The Solar Choice Program is RMLD's implementation of the Community Shared Solar model which meets Mass DOER eligibility criteria to qualify as a Community Shared Solar Generation Unit as defined under 225 CMR 14.02.

The Solar Choice (SC) Rate is available to all customers of good credit standing receiving service under any rate schedule of RMLD, subject to availability of the Solar Choice Program capacity.

This rate will be an additional component to the customer's existing RMLD rate.

The Solar Choice Business (SCB) Rate and Solar Choice Business Plus are available to all commercial, industrial and municipal customers of good credit standing, subject to availability of Solar Choice Program capacity.

SCB will be equal to 5 times the amount of Solar Choice.

SCB Plus will be equal to multiples of SCB up to 25% of project capacity, subject to availability.

The initial SC Rate upon launching a Solar Choice project shall be \$5.00/month (initial SCB Rate shall be \$25.00/month), but will be adjusted every six months based on actual project performance. The SC/SCB Rate will be the net total of SC/SCB Component Charges and Credits calculated prior to each six-month period based on budgeted expenses/savings from the SC/SCB Programs and will be trued up to actual expenses/savings, with any adjustment being carried forward to the next six-month period using the formulas defined below.

SC/SCB Energy Component Charge:

SC/SCB Energy Component, in \$/kWh/Month = (SC/SCB Project PPA Rate) —
(Fuel Charge Rate)

Monthly SC/SCB Project Solar Production per SC/SCB share = (The total monthly solar production, in kWh, produced by the SC/SCB Project) / (Total number of SC/SCB shares for that SC/SCB Project)

SC/SCB Energy Component Charge, in \$/Month = (SC/SCB Energy Component) x (Monthly SC/SCB Project Solar Production per SC/SCB share)

Rate Filed: October 6, 2021

Effective: On Billings on or After November 1, 2021

Filed By: Coleen M. O'Brien, General Manager

Note: For any month where the Fuel Charge Rate is greater than or equal to the SC/SCB Project PPA Rate, the SC/SCB Energy Component Charge will be a Credit for that month.

SC/SCB Capacity Component Credit:

For each six-month period, the SC/SCB Capacity Component Credit will be calculated based on the actual solar production output of the SC/SCB Project for that period and any Capacity Payment savings earned as a result of the SC/SCB Project output will be paid out as credits during the following six-month period.

The SC/SCB Capacity Component Credit will be calculated as follows:

SC/SCB Capacity Component Credit per SC/SCB share, in \$ = (The total Capacity Payment or other Program savings, in \$, earned for that period as a result of the solar power produced by the SC/SCB Project during the Capacity Peak Hour) / (Total number of SC/SCB shares for that SC/SCB Project)

SC/SCB Transmission Component Credit:

For each six-month period, the SC/SCB Transmission Component Credit will be calculated based on the actual solar production output of the SC/SCB Project for the completed six-month period and any Transmission Payment savings earned for that period as a result of the SC/SCB Project output will be paid out as credits during the following six-month period.

The SC/SCB Transmission Component Credit will be calculated as follows:

SC/SCB Transmission Component Credit per SC/SCB share, in \$ = (The total Transmission Payment savings, in \$, earned for that period as a result of the solar power produced by the SC/SCB Project during Transmission Peak Hours) / (Total number of SC/SCB shares for that SC/SCB Project)

SC/SCB Rate:

The SC/SCB Rate will be the total SC/SCB Charge/Credit, calculated as shown below. This Charge or Credit will be added to each participating customer's monthly bill.

SC/SCB Rate = (SC/SCB Energy Component Charge, in \$) — (SC/SCB Capacity Component Credit, in \$) — (SC/SCB Transmission Component Credit, in \$)

Note: For any specific month, this total bill adjustment may be positive (cost to the customer) or negative (savings to the customer).

Rate Filed: October 6, 2021

Effective: On Billings on or After November 1, 2021

Filed By: Coleen M. O'Brien, General Manager

Terms:

A customer electing to be billed under this rate must be of good credit standing and shall remain on this rate for a minimum of ten years. After ten years on this rate a customer may elect to remain on this rate or discontinue it. If the RMLD does not receive an SC/SCB Rate termination request from the customer, it will be assumed that the customer elects to continue to be billed under this rate.

A thirty-day notice is required from customers who will no longer be able to participate in the SC/SCB Rate.

Since the number of participants/SC/SCB shares are limited for each SC/SCB Project, shares will be issued on a "first come/first served" basis and/or through a "lottery" system at the discretion of the RMLD. The RMLD will maintain a "waiting list" which will be used to replace any customers who must leave the program and/or for new SC/SCB Projects as they become available.

Any customers joining an SC/SCB Project after the first twelve months of that SC/SCB Project will be charged a one-time enrollment administrative fee of \$30.00. After that enrollment fee has been paid, they will then begin receiving the current monthly SC/SCB Rate program billing adjustment.

This rate will be subject to termination in the event that the RMLD is unable to procure power from the SC/SCB Project, or costs become prohibitive.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

Rate Filed: October 6, 2021

Effective: On Billings on or After November 1, 2021

Filed By: Coleen M. O'Brien, General Manager

Renewable Choice Rider

Designation:

Renewable Choice Rider

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

All customer classes.

Renewable Choice Charge:

Customers have an opportunity to contribute an additional dollar amount to their monthly electric bill towards the retirement of NEPOOL GIS complaint renewable certificates.

The calculation of the Renewable Choice Charge consists of four components:

Level – Customers can designate an additional percentage (%) amount equal to 50%, 75%, or 100% of their monthly kWh consumption.

Annualized Line – The annual certificate retirement level defined in RMLD Policy 30, currently set at 26% during 2022 and increasing 3% annually, through 2030. Certificates retired beneath the Annualized Line may be different types of non-carbon certificates, such as emissions free certificates (EFEC's).

Factor – The difference of the customer selected Choice percentage (50%, 75%, or 100%) and the Annualized Line.

RC Rate (RCR) – The RCR for calendar year 2022 will be \$0.04 / kWh. Thereafter, adjustments will be made periodically to account for changes in estimated market price of certificates being retired.

The Renewable Choice Charge is calculated as follows:

Renewable Choice Charge = monthly kWh usage * Factor * RCR
where Factor = Level - Annualized Line.

Note - The value of the Factor * RCR will typically appear as a line rate (\$/kWh) on the customer bill. Example: 75% Choice minus 26% Annualized Line Yields a 49% Factor which multiplied by an RCR of \$0.04 / kWh results in \$0.0196 / kWh line rate.

Certificate Management:

Renewable Choice Rider funds will be deposited into a designated RMLD account as collected each month. These funds will be applied to retire additional renewable

Rate Filed: January 21, 2022

Effective: On Billings on or After February 1, 2022

Filed By: Coleen M. O'Brien, General Manager

certificates, above the Annualized Line target in Policy 30 Rev 1. This retirement will be done on a quarterly basis consistent with RMLD certificate management procedures.

Term:

Customers electing to be billed under this rider must be of good credit standing and must remain on this rider for a minimum of 12 months.

Thereafter, customers will remain on this rider until the customer alerts RMLD of their decision to discontinue participation or change the Level (50%, 75%, or 100%).

Any breaks in participation or changes to the Level will restart the 12 month minimum commitment.

Discounts:

This Renewable Choice Rider will not qualify for Prompt Payment Discounts.

Meter Reading and Billing:

Bills under this rider will be rendered monthly.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

Rate Filed: January 21, 2022

Effective: On Billings on or After February 1, 2022

Filed By: Coleen M. O'Brien, General Manager

**Town of Reading, Massachusetts
Municipal Light Department**

**MDPU# 306 supercedes and
cancels MDPU # 277**

Electric Vehicle Supply Equipment Schedule EVSE Rate

Designation:

Electric Vehicle Charger (EVSE) Rate

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

This rate is available to Customers who utilize Electric Vehicle Supply Equipment; installed and owned by RMLD.

Character of service:

AC 60 cycles: single phase or three phase.

Distribution Energy Charge:

\$.13110 per Kilowatt-hour for all Kilowatt-hours usage

Fuel Adjustment:

The rate for service hereunder may be increased or decreased as provided by the Standard Fuel Adjustment Clause.

Purchase Power Capacity and Transmission Charge:

The rate for service hereunder may be increased or decreased as provided by the Purchase Power Capacity and Transmission Charge.

Meter Reading and Billing:

Service under this schedule will be rendered immediately.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

Rate Filed: February 24, 2023

Effective: On Billings on or After March 1, 2023

Filed By: Gregory J Phipps, General Manager

Private Street Lighting Rate Schedule D

Designation:

Street Light D Rate

Available:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Street and Area Light service on all public, private, and unaccepted streets and areas where the Department has facilities for supplying electricity and where the installation work involved is limited to the necessary lighting unit and connection on the same pole. This Schedule does not apply to Public Street Lighting Service supplied directly to the Municipalities.

Energy Charge:

The rate per year for the standard 4,000-hour schedule is as follows:

Fixture Type	Annual Rate \$	Annual kWh
100 Watt Mercury	67.30	500
175 Watt Mercury	74.81	860
400 Watt Mercury	124.06	1900
50 Watt HPS	77.50	240
100 Watt HPS	98.91	500
250 Watt HPS	130.60	1200
400 Watt HPS	181.41	1900
25 Watt LED- Standard	65.32	100
42 Watt LED- Non-Standard	72.88	168
101 Watt LED- Non-Standard	117.48	404
93 Watt LED Flood- Standard	168.14	372
134 Watt LED Flood- Non-Standard	205.86	536

Note: Mercury lamps will no longer be supplied for new installations.

Fuel Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Standard fuel Adjustment Clause.

The Fuel Adjustment will appear on the bill as the monthly fuel charge multiplied by one twelfth of the Annual kWh shown above for each Fixture Type.

Rate Filed: June 22, 2018

Effective: On Billings on or After July 1, 2018

Filed By: Coleen M. O'Brien, General Manager

Private Street Lighting Rate Schedule D (cont'd)

Purchase Power Capacity and Transmission Charge:

The bill for service hereunder may be increased or decreased as provided by the Purchase Power Capacity and Transmission Charge.

The Purchase Power Capacity and Transmission Charge will appear on the bill as the monthly charge multiplied by one twelfth of the Annual kWh shown above for each Fixture Type.

Extra Pole Cost

When an extra pole is required, specifically for street lighting, there will be an extra cost based upon pole size, including up to 100 feet of secondary.

30-foot or 35-foot class 4 pole	51.06 per year
40-foot class 4 pole	55.70 per year

Meter Reading and Billing:

Bills under this schedule will be rendered monthly. A prompt payment discount of 15% will be allowed on the current bill, excluding Fuel and Purchased Power Capacity and Transmission Charges, only if the entire bill is paid-in-full by the discount due date.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

**Town of Reading, Massachusetts
Municipal Light Department**

**MDPU #290 supersedes
and cancels MDPU #266**

Municipal LED Street Lighting Rate

Designation:

LED Street Light Rate

Available:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Public Street Light service using LED fixtures supplied directly to the Municipalities where the Department has private facilities for supplying electricity and where the installation work involved is limited to the necessary lighting unit and connection to the same pole.

Energy Charge:

The rate per year for the standard 4,000-hour schedule is as follows:

<u>Fixture Type</u>	<u>Annual Rate \$</u>	<u>Annual kWh</u>
25 Watt LED- Standard	25.31	100
42 Watt LED- Non-Standard	26.03	168
101 Watt LED- Non-Standard	34.15	404
93 Watt LED Flood- Standard	51.82	372
134 Watt LED Flood- Non-Standard	59.52	536

Fuel Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Standard Fuel Adjustment Clause. The Fuel Adjustment will appear on the bill as the monthly fuel charge multiplied by one twelfth of the Annual kWh shown above for each Fixture Type.

Purchase Power Adjustment:

The bill for service hereunder may be increased or decreased as provided by the Purchase Power Adjustment. The Purchase Power Adjustment will appear on the bill as the monthly charge multiplied by one twelfth of the Annual kWh shown above for each Fixture Type.

Extra Pole Cost

When an extra pole is required, specifically for street lighting, there will be an extra cost based upon pole size, including up to 100 feet of secondary.

30-foot or 35-foot class 4 pole	51.06 per year
40-foot class 4 pole	55.70 per year

Rate Filed: June 22, 2018

Effective: On Billings on or After July 1, 2018

Filed By: Coleen M. O'Brien, General Manager

**Town of Reading, Massachusetts
Municipal Light Department**

**MDPU #290 supersedes
and cancels MDPU #266**

Municipal LED Street Lighting Rate (cont'd)

Meter Reading and Billing:

Bills under this schedule will be rendered monthly. A prompt payment discount of 10% will be allowed on the current bill, excluding fuel adjustment charges, only if the entire bill is paid-in-full by the discount due date.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

**Rate Filed: June 22, 2018
Effective: On Billings on or After July 1, 2018
Filed By: Coleen M. O'Brien, General Manager**

Municipal Street Lighting Schedule F Formula Rate

Designation:

Street Light F Rate

Available:

Reading, Lynnfield Center, North Reading and Wilmington

Applicable to:

Public Street Lighting Service supplied directly to the Municipalities where the Department has private facilities for supplying electricity and where the installation work involved is limited to the necessary lighting unit and connection on the same pole.

Energy Charge:

The rate per kilowatt-hour will be determined annually using the following formula as set forth in Massachusetts General Law Chapter 164 Section 58:

$$\frac{\text{Total Operating Expenses \& Interest on Outstanding Debt \& Depreciation Expense}}{\text{Total kilowatt – hours sold including street lighting}}$$

This rate will be calculated prior to each Fiscal Year based on budgeted expenses and kilowatt-hours and will be trued up to actual expenses and kilowatt-hours, with any adjustment being carried forward to the next Fiscal Year. For purposes of calculating the kilowatt-hours used by each type of fixture the following values will be used:

<u>Fixture Type</u>	<u>Annual KWh</u>
50 Watt HPS	240
100 Watt HPS	500
100 Watt Mercury	500
175 Watt Mercury	860
250 Watt HPS	1,200
400 Watt Mercury	1,900
400 Watt HPS	1,900

Note: Mercury lamps will no longer be supplied for new installations.

General Terms and Conditions:

Rate Filed: December 24, 2014

Effective: January 1, 2015

Filed By: Coleen M. O'Brien, General Manager

**Town of Reading, Massachusetts
Municipal Light Department**

**MDPU #247 supersedes
and cancels MDPU # 245**

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

**Rate Filed: December 24, 2014
Effective: January 1, 2015
Filed By: Coleen M. O'Brien, General Manager**

Backup and Standby Rate

Designation:

Backup and Standby Rate

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

This rate shall be applied to all partial requirements general service Customers (the Customer). A partial requirements Customer is defined as one who normally generates all, or a portion of, the Customer's electrical power and energy requirements. All electricity supplied shall be for the exclusive use of the Customer and shall not be resold. Service taken under this rate shall be electrically separated from the Customer's generating facilities or provided with sufficient protective devices to prohibit such facilities from causing disturbances on the RMLD's system consistent with the RMLD's Terms and Conditions. The RMLD reserves the right to refuse service to facilities where the RMLD reasonably determines that the protection provided is inadequate.

All electricity supplied to the Customer by the RMLD shall be measured through one meter, except that where the RMLD deems it impractical to deliver electricity through one service, or where the RMLD has installed more than one meter, then the measurement of electricity may be by two or more meters. When the Customer's generating facilities are capable of operating in parallel with the RMLD's supply, the Customer shall furnish, at its expense, necessary facilities for metering equipment including a dedicated voice grade telephone circuit for remote reading whereby the RMLD can meter the output of the Customer's generating facilities.

Character of service:

Firm Backup Service

Firm Backup Service is intended to provide the Customer with a firm supply of electric power and energy when the Customer's generating facilities are not in operation or are operating at less than full rated capability or when the Customer's load is greater than the capability of its generating facilities. To obtain service under this schedule, the Customer must specify in writing the maximum firm back-up electric power demands (Firm Backup Contract Demand) that it plans to impose on the RMLD under this schedule. The amount of Firm Backup Contract Demand may be changed only by written notification to the RMLD at least six months prior to the effective date of such change. The RMLD reserves the right to refuse any increase in the Firm Backup Contract Demand if, in the sole judgment of the RMLD, such an increase would have an adverse impact on the reliability or cost of the provision of firm service to any of the RMLD's firm service customers.

Standby Service

Rate Filed: June 22, 2017

Effective: On Billings on or after July 1, 2017

Filed By: Coleen M. O'Brien, General Manager

Standby Service is intended to reserve capacity on the RMLD's transmission and distribution system for the delivery of Firm Backup Service. Standby Service will be taken and paid for regardless of whether Firm Backup Service is taken in any month.

Definitions

Firm Backup Contract Demand: the maximum firm backup electric power demand which the Customer shall impose on the RMLD as specified by the Customer.

Firm Backup Demand: the maximum metered billing demand occurring in the billing period or the Firm Backup Contract Demand, whichever is less.

Metered Energy: the Customer's actual electrical load without the application of the Customer's generation.

Billing Energy: the electrical load imposed on the RMLD's system.

Backup Energy: the sum of the kWh of Billing Energy for the period.

Metered Demand: the greatest actual electrical load during any 15 minute period without the application of the Customer's generation.

Billing Demand: the greatest 15 minute electrical load imposed on the RMLD's system during the billing period.

Applicable General Service Rate: the rate under which the customer would be eligible to receive firm service from the RMLD if the Customer did not generate any of its own electric power and energy requirements.

All demands refer to fifteen (15) minute kW demands.

Monthly Rates

Customer Charge:	The customer charge in Applicable General Service Rate.
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Demand Rates:

Standby Demand:	The Distribution Demand Rate in the Applicable General Service Rate multiplied by the Firm Backup Contract Demand.
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Firm Backup Demand:	The Distribution Demand rate in the Applicable General Service Rate multiplied by the Firm Backup Demand.
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Energy Rates:

Backup Energy	The energy rate, including the Energy Conservation Charge, Fuel Adjustment and Purchased Power Adjustment, in the Applicable General Service Rate per billing kWh.
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Rate Filed: June 22, 2017

Effective: On Billings on or after July 1, 2017

Filed By: Coleen M. O'Brien, General Manager

Stranded Cost Charge

The Distribution Energy Charge in the Applicable General Service Rate multiplied by the Metered Energy

The monthly charge shall be the sum of the Customer Charge, the Standby Demand Charge, the Firm Backup Demand Charge, the Backup Energy Charge and the Stranded Cost Charge.

Term:

Unless otherwise agreed in writing, service under this rate shall be for a period of not less than three years and thereafter may be discontinued only upon the RMLD's receipt of a 90-day written notice. Service is also subject to the provisions of the Rules and Regulations of the RMLD.

Measurement of Billing Demand:

The Billing demand shall be the highest of the fifteen minute kilowatt demand established during the billing period, but not less than eighty percent of the maximum demand established during the preceding summer season or sixty percent of the maximum demand established during the winter season.

Farm Discount:

Customers who meet the eligibility requirements set forth by the Massachusetts Department of Food and Agriculture for being engaged in the business of agriculture or farming, and upon certification to the RMLD by the Massachusetts Department of Food and Agriculture, will be eligible for an additional ten percent discount, prior to the RMLD prompt payment discount, on rates and charges applicable on their monthly billing statement.

Customer Transformer Ownership:

A customer requiring a minimal transformer capacity of over 2000 kW will be required to furnish its own transforming and protective equipment, including mat, vault, primary and secondary cables, conduits, etc., which must comply with the specifications of the Department. The following discounts apply when the above is complied with:

\$.12 per Kilowatt of demand when the service is taken at 2,400/4,160 volts.

\$.25 per Kilowatt of demand when the service is taken at 13,800 volts.

\$.375 per Kilowatt of demand when the service is taken at 34,500 volts.

Metering:

The Department may, at its option, meter at the customer's utilization voltage or on the high side of the transformer through which the service is furnished. In the latter case, or if the customer's utilization voltage requires no transformation, a discount of 1.8% will be applied to the bill but in no case will such discount be allowed if the metering voltage is less than 2,400 voltage

Meter Reading and Billing:

Rate Filed: June 22, 2017

Effective: On Billings on or after July 1, 2017

Filed By: Coleen M. O'Brien, General Manager

**Town of Reading, Massachusetts
Municipal Light Department**

MDPU # 275

Bills under this schedule will be rendered monthly. A prompt payment discount of 15% will be allowed on the Customer Charge, Standby Demand Charge, Firm Backup Demand Charge, and Distribution Energy Charge, only if the entire bill is paid-in-full by the discount due date.

General Terms and Conditions:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate schedule.

Rate Filed: June 22, 2017
Effective: On Billings on or after July 1, 2017
Filed By: Coleen M. O'Brien, General Manager