

TOWN OF HUDSON LIGHT AND POWER DEPARTMENT SCHEDULE OF RATES

MDPU No. 314
Cancels MDPU No. 286

RESIDENTIAL SCHEDULE A - RATES 1 & 2

AVAILABILITY

Single-phase service under this rate is available to residential customers for all domestic uses in private residences or individual apartments of multi-unit dwellings, excluding common areas metered under a landlord account. When an account is eligible for more than one rate, the rate may be changed by the customer only once per year.

RATE 1 – Single Residence

\$11.50 for the first 140 KWH or less per month
\$0.0721 per KWH for all over 140 KWH per month

RATE 2 – Two Residential Units, one meter

\$23.00 for the first 280 KWH or less per month
\$0.0721 per KWH for all over 280 KWH per month

MINIMUM CHARGE

Rate 1: \$11.50 per month per meter
Rate 2: \$23.00 per month per meter

DISCOUNT

10% of current gross bill excluding Power Adjustment Charge (PAC), Renewable Energy & Energy Conservation Incentive Charge (REECI), Residential Conservation Service (RCS) Charge, miscellaneous charges and sales tax provided the bill is paid in full as rendered, including PAC, lost discounts, REECI Charge, RCS Charge, sales tax, miscellaneous charges and any other unpaid balances on or before the discount date as shown on the bill.

LATE PAYMENT

Payment not received by the close date listed on the bill will be considered late and result in an arrearage.

MULTI -UNIT DWELLINGS

New and upgraded units in multi-unit dwellings shall be serviced through a separate meter for each unit/apartment. Existing multi-unit dwellings may be furnished through a single meter, but the KWH in first block and the minimum charge will be multiplied by the number of units/apartments connected to the meter.

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law.

TERMS AND CONDITIONS

Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: December 1, 2019
Filed by: Brian R. Choquette, General Manager

COMMERCIAL SCHEDULE G - RATE NO. 5

AVAILABILITY

Service under this rate is available to businesses for the purpose of **space heating, air conditioning and water heating only**. Heating, air conditioning and water heating equipment must be permanently installed, and electricity must be the sole source of energy for these purposes. The Department reserves the right to inspect the installation to confirm permanent status.

The Department reserves the right to provide, own and maintain suitable time switches or relays designed to control the operation of the hot water heater and will furnish energy for not less than 20 hours a day.

The customer shall provide a separate circuit for the water heater, of ample capacity and designed for 240V or 208V operation, to which no equipment other than the water heater shall be connected.

Energy provided under this rate is not available for any other purposes. Energy for all other purposes will be supplied through a separate meter. Rate available only to existing accounts currently billed under this rate. When an account is eligible for more than one rate, the rate may be changed by the customer only once per year.

RATE

\$9.01 for the first 10 KWH or less per month
\$0.0736 per KWH for all over 10 KWH per month

MINIMUM CHARGE

\$9.01 gross per month per meter

DISCOUNT

10% of current gross bill excluding Power Adjustment Charge (PAC), Renewable Energy & Energy Conservation Incentive Charge (REECI), Residential Conservation Service (RCS) Charge, miscellaneous charges and sales tax provided the bill is paid in full as rendered, including PAC, lost discounts, REECI Charge, RCS Charge, sales tax, miscellaneous charges and any other unpaid balances on or before the discount date as shown on the bill.

LATE PAYMENT

Payment not received by the close date listed on the bill will be considered late and result in an arrearage.

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law.

TERMS AND CONDITIONS

Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

RESIDENTIAL ELECTRIC HOT WATER HEATER SCHEDULE -E- RATE NO. 6

AVAILABILITY

Single-phase service under this rate is available to residential customers with a Department approved water heater of no less than 50 gallons capacity in private residences or individual apartments of multi-unit dwellings excluding common areas. All non-electric water heaters, except solar, must be disabled and removed from the premises. When an account is eligible for more than one rate, the rate may be changed by the customer only once per year.

RATE

\$11.50 for the first 140 KWH or less per month
\$0.0707 per KWH for the next 360 KWH per month
\$0.0352 per KWH for the next 550 KWH per month
\$0.0707 per KWH for all over 1050 KWH per month

WATER HEATING ALLOWANCE

All services with an approved electric water heater or in continuous use as the sole source of hot water supply will receive a maximum of 550 KWH @ \$0.0352 cents as a water heater allowance. This 550 KWH will be billed after the first 500 KWH per month has been billed.

An approved type of electric water heater for the purpose of this clause is a two-element interlocking limited demand storage water heater of a standard NEMA approved manufacture and having a capacity of not less than 50 gallons and a design voltage of 240V or 208V.

The Department reserves the right to inspect the premises to confirm equipment meets the requirements of this rate and to provide, own and maintain suitable time switches or relay designed to control the operation of the hot water heater and will furnish energy for not less than 20 hours a day. The customer shall provide a separate circuit for the water heater, of ample capacity and designed for 240V or 208V operation, to which no equipment other than the water heater shall be connected.

In case of a combination electric range and electric water heater installation, or the addition of a water heater to an existing electric range installation, a limiting switch may be furnished by the Department and installed by the customer's electrician, at the expense of the customer.

REQUIREMENTS FOR THE INSTALLATION OF RANGES AND WATER HEATERS

Electric Range Requirements:

Only ranges of 240V or 208V, as approved by the Underwriter's Laboratory and installed in accordance with Department and National Electric Code requirements will be accepted by this Department for installations on its system.

Water Heater Requirements:

Only Water Heaters of 240V or 208V and a minimum of 50-gallon capacity as approved by the Underwriter's Laboratory and installed in accordance with the requirements of the National Electric Code and meeting the following requirements of this Department will be accepted by this Department for installation on its system:

- a. Elements shall be so wired that only one element will operate at one time.
- b. In the case of a combination electric range and electric water heater installation, or the addition of a water heater to an existing electric range installation, a limiting switch may be furnished at the Department's discretion and installed by the customer's electrician, at the expense of the customer.

MINIMUM CHARGE

\$11.50 per month per meter

DISCOUNT

10% of current gross bill excluding Power Adjustment Charge (PAC), Renewable Energy & Energy Conservation Incentive Charge (REECI), Residential Conservation Service (RCS) Charge, miscellaneous charges and sales tax provided the bill is paid in full as rendered, including PAC, lost discounts, REECIP Charge, RCS Charge, sales tax, miscellaneous charges and any other unpaid balances on or before the discount date as shown on the bill.

LATE PAYMENT

Payment not received by the close date listed on the bill will be considered late and result in an arrearage.

MULTI -UNIT DWELLINGS

New and upgraded units in multi-unit dwellings shall be serviced through a separate meter for each unit/apartment. Existing multi-unit dwellings may be furnished through a single meter, but the KWH in the first block and the minimum charge will be multiplied by the number of units/apartments connected to the meter.

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law.

TERMS AND CONDITIONS

Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: December 1, 2019
Filed by: Brian R. Choquette, General Manager

RESIDENTIAL ALL ELECTRIC SCHEDULE- F - RATE NO. 7

AVAILABILITY

For residential customers for all purposes that meet the conditions listed below. Service under this rate is furnished through one meter for an individual residence or individual apartment (excludes common areas of multi-unit dwellings). When an account is eligible for more than one rate, the rate may be changed by the customer only once per year.

CONDITIONS

1. Electric space heating equipment must be permanently installed, and all other heating equipment must be removed from premises or permanently disabled. Further, electricity or solar must be the only source of energy for all purposes. Insulation conforming to the Department's standards must be installed.
2. A customer's entire energy requirements must be supplied under this rate and through a single meter.
3. This rate is not available for resale.
4. The Department may require that electric water heaters, space heating equipment and other major electrical loads be time controlled to restrict operation during peak periods.
5. The Department reserves the right to inspect the residence to confirm eligibility.

RATE

\$11.50 for the first 140 KWH or less per month
\$0.0707 per KWH for the next 360 KWH per month
\$0.0352 per KWH for the next 550 KWH per month
\$0.0652 per KWH for all over 1050 KWH per month

MINIMUM CHARGE

\$11.50 gross per month, per meter

DISCOUNT

10% of current gross bill excluding Power Adjustment Charge (PAC), Renewable Energy & Energy Conservation Incentive Charge (REECI), Residential Conservation Service (RCS) Charge, miscellaneous charges and sales tax provided the bill is paid in full as rendered, including PAC, lost discounts, REECI Charge, RCS Charge, sales tax, miscellaneous charges and any other unpaid balances on or before the discount date as shown on the bill.

LATE PAYMENT

Payment not received by the close date listed on the bill will be considered late and result in an arrearage.

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law.

TERMS AND CONDITIONS

Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

FARM SMALL BUSINESS SCHEDULE FC - RATE NO. 11

AVAILABILITY

Service under this rate is available for those officially recognized and engaged in the business of farming or agriculture. When an account is eligible for more than one rate, the rate may be changed by the customer only once per year.

RATE

\$10.15 for the first 10 KWH per month
\$0.0671 per KWH for all over 10 KWH per month

MINIMUM CHARGE

\$10.15 per month per meter

DISCOUNT

10% of current gross bill excluding Power Adjustment Charge (PAC), Renewable Energy & Energy Conservation Incentive Charge (REECI), Residential Conservation Service (RCS) Charge, miscellaneous charges and sales tax provided the bill is paid in full as rendered, including PAC, lost discounts, REECI Charge, RCS Charge, sales tax, misc. charges and any other unpaid balances on or before the discount date as shown on the bill.

LATE PAYMENT

Payment not received by the close date listed on the bill will be considered late and result in an arrearage.

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law.

TERMS AND CONDITIONS

Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

DEMAND SCHEDULE D - RATE NO. 12, 14, 15, 16

AVAILABILITY

Service under this rate is furnished to Commercial and Industrial Customers who maintain a monthly energy usage of 5,000 KWHs or more and who take all their requirements under this rate. All electricity furnished will be through one service and one meter, unless for the convenience of the Department. In the case of multiple meters, availability of this rate to all meters will be determined on a case-by-case basis. When an account is eligible for more than one rate, the rate may be changed by the customer only once per year.

RATE

DEMAND CHARGE:

\$90.00 per month for the first 10 KW or less of demand
\$9.00 per month per KW of demand over 10 KW

ENERGY CHARGE:

\$0.0370 per KWH for all KWH

RATE 12: base demand rate

RATE 14: base demand rate with Transforming and Protective Equipment discount

RATE 15: base demand rate with Distribution Voltage Metering discount

RATE 16: base demand rate with Transforming and Protective Equipment discount and Distribution Voltage Metering discount.

DEMAND

The billing demand shall be the highest 15-minute demand in kilowatts or 90 percent kilovolt-amperes, whichever is higher, established during the month, but not less than eighty (80) percent of the maximum actual demand established during the preceding eleven months. In case of fluctuating loads, the Department may base demand charge on the instantaneous peak load or for a period of less than 15 minutes.

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law.

TRANSFORMING AND PROTECTIVE EQUIPMENT

Customers having a connected load of over 1500 KVA will be required to furnish their own transforming and protective equipment, which must comply with the specifications of the Department. A discount of 10 cents per KW of demand will be allowed if customer furnishes transforming and protective equipment. This applies to rates 14 and 16 only.

METERING

Service shall be metered, at the option of the Department, at either the distribution voltage (but in no case less than 2400 volts) or the utilization voltage. If the energy is metered at distribution voltage, a discount of 2.5 percent of the rate will be allowed. This applies to rates 15 and 16 only.

MINIMUM CHARGE

The demand charge, but in no case less than the demand charge for 10 KW.

DISCOUNT

10% of current gross bill excluding Power Adjustment Charge (PAC), Renewable Energy & Energy Conservation Incentive Charge (REECI), Residential Conservation Service (RCS) Charge, miscellaneous charges and sales tax provided the bill is paid in full as rendered, including PAC, lost discounts, REECI Charge, RCS Charge, sales tax, miscellaneous charges and any other unpaid balances on or before the discount date as shown on the bill.

LATE PAYMENT

Payment not received by the close date listed on the bill will be considered late and result in an arrearage.

TERMS AND CONDITIONS

Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: December 1, 2019
Filed by: Brian R. Choquette, General Manager

COMMERCIAL SCHEDULE C - RATE NO. 17

AVAILABILITY

Service under this rate is available for commercial use, including landlord accounts for common areas. When an account is eligible for more than one rate, the rate may be changed by the customer only once per year.

RATE

\$11.27 for the first 10 KWH per month
\$0.0746 per KWH for all over 10 KWH per month

MINIMUM CHARGE

\$11.27 per month per meter provided

DISCOUNT

10% of current gross bill excluding Power Adjustment Charge (PAC), Renewable Energy & Energy Conservation Incentive Charge (REECI), Residential Conservation Service (RCS) Charge, miscellaneous charges and sales tax provided the bill is paid in full as rendered, including PAC, lost discounts, REECI Charge, RCS Charge, sales tax, miscellaneous charges and any other unpaid balances on or before the discount date as shown on the bill.

LATE PAYMENT

Payment not received by the close date listed on the bill will be considered late and result in an arrearage.

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law.

TERMS AND CONDITIONS

Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: December 1, 2019
Filed by: Brian R. Choquette, General Manager

FARM DEMAND SCHEDULE FD - RATE NO. 18

AVAILABILITY

Service under this rate is furnished to those officially recognized and engaged in the business of farming or agriculture who maintain a monthly energy usage of 5,000 KWHs or more and who take all their requirements under this rate. All electricity furnished will be through one service and one meter, unless for the convenience of the Department. In the case of multiple meters, availability of this rate to all meters will be determined on a case-by-case basis. When an account is eligible for more than one rate, the rate may be changed by the customer only once per year.

RATE

DEMAND CHARGE:

\$81.00 per month for the first 10 KW or less of demand

\$8.10 per month per KW of demand over 10 KW

ENERGY CHARGE:

\$0.0333 per KWH for all KWH

DEMAND

The billing demand shall be the highest 15-minute demand in kilowatts or 90 percent kilovolt-amperes, whichever is higher, established during the month, but not less than eighty (80) percent of the maximum demand established during the preceding eleven months. In case of fluctuating loads, the Department may base demand charge on the instantaneous peak load or for a period of less than 15 minutes.

MINIMUM CHARGE

The demand charge, but in no case less than the demand charge for 10 KW.

DISCOUNT

10% of current gross bill excluding Power Adjustment Charge (PAC), Renewable Energy & Energy Conservation Incentive Charge (REECI), Residential Conservation Service (RCS) Charge, miscellaneous charges and sales tax provided the bill is paid in full as rendered, including PAC, lost discounts, REECI Charge, RCS Charge, sales tax, miscellaneous charges and any other unpaid balances on or before the discount date as shown on the bill.

LATE PAYMENT

Payment not received by the close date listed on the bill will be considered late and result in an arrearage.

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law.

TERMS AND CONDITIONS

Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

NON-MUNICIPAL STREET LIGHTING SCHEDULE

AVAILABILITY

For non-municipal accounts; for yard lighting, street lighting, floodlighting and dusk to dawn lighting service on public and private property and streets, and unaccepted streets, where the Department has facilities supplying electricity and where the installation work involved is limited to the necessary lighting unit and service connection on the same pole.

All new installations and replacement installations shall be made with LED lights when applicable.

TABLE 1: RATE PER YEAR FOR THE STANDARD 4,000 HOURS:

| <u>FIXTURE</u> | <u>WATTAGE</u> | <u>ANNUAL KWH</u> | <u>ANNUAL PRICE</u> |
|--------------------------------|----------------|-----------------------|-------------------------|
| LED | 50W | 249 | \$ 72.00 |
| LED | 85W Flood | 427 | \$120.00 |
| LED | 129W Flood | 645 | \$144.00 |
| *Incandescent | 92W | 388 | \$84.84 |
| *Incandescent | 189W | 794 | \$124.68 |
| *Mercury Vapor Pole Top | 175W | 880 | \$149.28 |
| *Mercury Vapor | 175W | 880 | \$119.64 |
| *Mercury Vapor | 250W | 1223 | \$158.64 |
| *Mercury Vapor | 400W | 1896 | \$222.48 |
| *Mercury Vapor | 400W Flood | 1896 | \$244.92 |
| *High Pressure Sodium | 70W | 350 | \$107.40 |
| *High Pressure Sodium Pole Top | 70W | 350 | \$114.84 |
| *High Pressure Sodium | 50W | 718 | \$139.92 |
| *High Pressure Sodium | 250W | 1298 | \$196.20 |
| *High Pressure Sodium | 250W Flood | 1298 | \$259.92 |
| *High Pressure Sodium | 400W Flood | 1970 | \$328.32 |
| *High Pressure Sodium | 400W | 1970 | \$285.48 |

***No further installation or relocation of these lights will be made under this rate.**

POWER ADJUSTMENT

To the amount determined under the preceding provisions shall be added a Power Adjustment Charge in accordance with the Department's Standard Power Adjustment Clause as from time to time effective in accordance with law and Table 2.

MAINTENANCE CHARGES

The Department will replace burnt out lamps at no cost at the time of the Street Light Patrol within three business days of being notified. If a customer requests replacement of lamps on weekdays from 4 P.M. to 8 A.M. or at times other than during streetlight patrol, or on weekends or holidays, an after-hour service call charge in effect at the time will be assessed. Customers who wish to remove the light prior to the required minimum term shall be charged the cost of removal in accordance with applicable service fees.

FOR LIGHTS REQUIRING A POLE INSTALLATION

An additional one-time construction charge covering pole, wire and labor shall be made. This construction charge must be paid by the customer before construction begins. The customer, at his or her option, may install Department approved metal or wooden poles and Department and wiring inspector approved underground wiring, for street lighting only, at his or her expense. Permanent easements for poles, conductors and other necessary equipment on private property shall be furnished by the customer at no charge to the Department. In all cases, the Department will furnish, own and maintain luminaries, lamps, brackets and photoelectric controls.

TABLE 2: DETERMINATION OF MONTHLY KWH CONSUMPTION FOR THE PURPOSE OF DETERMINING THE POWER ADJUSTMENT CHARGE

| | Jan | Feb | Mar | KWH | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Tot |
|------------|------------|------------|-----|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | <u>KWH</u> | <u>KWH</u> | | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> | <u>KWH</u> |
| 50W LED | 26 | 22 | 22 | 19 | 16 | 15 | 16 | 18 | 20 | 23 | 25 | 27 | 249 | |
| 85W LED F | 45 | 38 | 38 | 32 | 28 | 26 | 27 | 30 | 34 | 40 | 43 | 46 | 427 | |
| 129W LED F | 68 | 57 | 57 | 48 | 42 | 39 | 40 | 46 | 52 | 61 | 65 | 70 | 645 | |
| 70W HPS | 37 | 31 | 31 | 26 | 23 | 21 | 22 | 25 | 28 | 33 | 35 | 38 | 350 | |
| 70W HPS PT | 37 | 31 | 31 | 26 | 23 | 21 | 22 | 25 | 28 | 33 | 35 | 38 | 350 | |
| 150W HPS | 76 | 63 | 62 | 53 | 48 | 43 | 46 | 52 | 58 | 68 | 72 | 77 | 718 | |
| 250W HPS | 138 | 114 | 113 | 96 | 87 | 78 | 83 | 93 | 105 | 122 | 130 | 139 | 1298 | |
| 250W HPS F | 138 | 114 | 113 | 96 | 87 | 78 | 83 | 93 | 105 | 122 | 130 | 139 | 1298 | |
| 400W HPS | 209 | 173 | 171 | 146 | 132 | 118 | 126 | 142 | 160 | 185 | 197 | 211 | 1970 | |
| 400W HPS F | 209 | 173 | 171 | 146 | 132 | 118 | 126 | 142 | 160 | 185 | 197 | 211 | 1970 | |
| 175W MV PT | 93 | 78 | 77 | 65 | 59 | 53 | 56 | 63 | 71 | 83 | 88 | 94 | 880 | |
| 175W MV | 93 | 78 | 77 | 65 | 59 | 53 | 56 | 63 | 71 | 83 | 88 | 94 | 880 | |
| 250W MV | 130 | 108 | 106 | 91 | 82 | 73 | 78 | 88 | 99 | 115 | 122 | 131 | 1223 | |
| 400W MV | 201 | 167 | 165 | 140 | 127 | 114 | 121 | 136 | 154 | 178 | 190 | 203 | 1896 | |
| 400W MV F | 201 | 167 | 165 | 140 | 127 | 114 | 121 | 136 | 154 | 178 | 190 | 203 | 1896 | |
| 92W INC | 41 | 34 | 34 | 29 | 26 | 23 | 25 | 28 | 31 | 36 | 39 | 42 | 388 | |
| 189W INC | 84 | 70 | 69 | 59 | 53 | 48 | 51 | 57 | 64 | 75 | 79 | 85 | 794 | |

PAYMENTS

One twelfth of the prices listed in Table 1 plus the monthly Power Adjustment Charge shall be billed each and every month beginning with the month next following the month in which service is first rendered. The Department reserves the right to render bills on a bi-monthly basis. The Power Adjustment Charge will be applied on the KWH consumption as shown in Table 2. Bills are payable upon presentation.

EXCESSIVE DAMAGE

Excessive damage due to wanton or malicious acts and/or accidents shall be charged to the customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as a pole, lamp, fixture or conductor damaged more than once per year. Notification of excessive damage shall be made to the customer by the Department prior to billing for repairs.

TERM

Customers who have lighting installed in accordance with this rate shall be required to remain for a minimum of two (2) years.

TERMS AND CONDITIONS

The Hudson Light and Power Department's Standard Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: February 1, 2017
 Filed by: Brian R. Choquette, General Manager

MUNICIPAL STREET LIGHTING SCHEDULE

AVAILABILITY

For municipal street lighting service on accepted streets and unaccepted streets, where the Department has facilities supplying electricity, where the installation work involved is limited to the necessary lighting unit and service connection on the same pole, and where the retail customers are serviced by the Hudson Light and Power Department. The rate is limited to municipalities serviced by the Hudson Light and Power Department. The governing body of the city or town or its designee will be responsible for providing the location and size of the light.

RATE

The rate is established using Massachusetts General Laws Chapter 164 Section 58: The sum of all operating expenses, interest on outstanding debt, the requirements of the serial debt or sinking fund established to meet such debt, and also depreciation of the plant reckoned as provided in M.G.L. Ch. 164 s. 57, and losses, shall be the dividend; the kilowatt-hours sold including those supplied for street lighting shall be the divisor; and the resulting quotient multiplied by the kilowatt-hours supplied for street lighting shall be the cost to be charged to the municipality for street lighting. The rate (\$/kWh) shall be recalculated annually based on prior year's full 12-month data and differences shall be reconciled in the following year.

MAINTENANCE CHARGES

The Department will replace burnt out lamps at no cost at the time of the Street Light Patrol. If the governing body of the city or town or its designee requests replacement of lamps on weekdays from 4 P.M. to 8 A.M. or at times other than during streetlight patrol, or on weekends or holidays, an after-hour service call charge in effect at the time will be assessed.

FOR LIGHTS REQUIRING A POLE INSTALLATION

An additional one-time construction charge covering pole, wire and labor shall be made. This construction charge must be paid by the customer before construction begins. The governing body of the city or town or its designee, at their option, may install Department approved metal or wooden poles and Department and wiring inspector approved underground wiring, for street lighting only, at their expense. Authorized pole locations for the lighting on accepted streets or permanent easements for poles, conductors and other necessary equipment on private property shall be furnished at no charge to the Department. In all cases the Department will furnish, own and maintain luminaries, lamps, brackets and photoelectric controls.

SCHEDULE OF MONTHLY KWH'S

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| 50W LED | 26 | 22 | 22 | 19 | 16 | 15 | 16 | 18 | 20 | 23 | 25 | 27 | 249 |
| 85W LED F | 45 | 38 | 38 | 32 | 28 | 26 | 27 | 30 | 34 | 40 | 43 | 46 | 427 |
| 129W LED F | 68 | 57 | 57 | 48 | 42 | 39 | 40 | 46 | 52 | 61 | 65 | 70 | 645 |
| *70W HPS | 37 | 31 | 31 | 26 | 23 | 21 | 22 | 25 | 28 | 33 | 35 | 38 | 350 |
| *70W HPS PT | 37 | 31 | 31 | 26 | 23 | 21 | 22 | 25 | 28 | 33 | 35 | 38 | 350 |
| *150W HPS | 76 | 63 | 62 | 53 | 48 | 43 | 46 | 52 | 58 | 68 | 72 | 77 | 718 |
| *250W HPS | 138 | 114 | 113 | 96 | 87 | 78 | 83 | 93 | 105 | 122 | 130 | 139 | 1298 |
| *250W HPS F | 138 | 114 | 113 | 96 | 87 | 78 | 83 | 93 | 105 | 122 | 130 | 139 | 1298 |
| *400W HPS | 209 | 173 | 171 | 146 | 132 | 118 | 126 | 142 | 160 | 185 | 197 | 211 | 1970 |
| *400W HPS F | 209 | 173 | 171 | 146 | 132 | 118 | 126 | 142 | 160 | 185 | 197 | 211 | 1970 |
| *175W MV PT | 93 | 78 | 77 | 65 | 59 | 53 | 56 | 63 | 71 | 83 | 88 | 94 | 880 |
| *175W MV | 93 | 78 | 77 | 65 | 59 | 53 | 56 | 63 | 71 | 83 | 88 | 94 | 880 |
| *250W MV | 130 | 108 | 106 | 91 | 82 | 73 | 78 | 88 | 99 | 115 | 122 | 131 | 1223 |
| *400W MV | 201 | 167 | 165 | 140 | 127 | 114 | 121 | 136 | 154 | 178 | 190 | 203 | 1896 |
| *400W MV F | 201 | 167 | 165 | 140 | 127 | 114 | 121 | 136 | 154 | 178 | 190 | 203 | 1896 |
| *1000W MV | 479 | 398 | 393 | 335 | 303 | 271 | 289 | 326 | 366 | 425 | 452 | 484 | 4521 |
| *1000W MV F | 479 | 398 | 393 | 335 | 303 | 271 | 289 | 326 | 366 | 425 | 452 | 484 | 4521 |
| *92W INC | 41 | 34 | 34 | 29 | 26 | 23 | 25 | 28 | 31 | 36 | 39 | 42 | 388 |
| *189W INC | 84 | 70 | 69 | 59 | 53 | 48 | 51 | 57 | 64 | 75 | 79 | 85 | 794 |
| *295W INC | 131 | 109 | 108 | 91 | 83 | 74 | 79 | 89 | 100 | 116 | 124 | 132 | 1236 |
| *405W INC | 180 | 149 | 147 | 125 | 114 | 102 | 108 | 122 | 137 | 159 | 170 | 181 | 1694 |

***No further installation or relocation of these lights will be made under this rate.**

PAYMENTS

The rate shall be billed each and every month beginning with the month next following the month in which service is first rendered. Bills are payable upon presentation.

TERM

Customers who have lighting installed in accordance with this rate shall be required to remain for a minimum of two (2) years.

Effective: February 1, 2017
Filed by: Brian R. Choquette, General Manager

HUDSON LIGHT & POWER DEPARTMENT STANDARD TERMS AND CONDITIONS FOR ELECTRIC SERVICE

I. APPLICABILITY

The following Terms & Conditions of the Hudson Light & Power Department ("HLPD") 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 applying for or receiving service from HLPD ("Customer") and compliance therewith by the Customer is a condition precedent to the initial and/or continuing supply of electricity by HLPD.

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 HLPD 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 HLPD Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers.

II. INITIATING ELECTRIC SERVICE

- A. EXCLUSIVE SERVICE PROVIDER. HLPD shall be the exclusive electric service provider in its service territory. Any resident within HLPD's electric service territory or Customer shall be prohibited from purchasing energy from any other entity or person. Any resident or Customer within HLPD's electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with HLPD's express written consent, which may be withheld by HLPD in its sole discretion, or upon order of the DPU.
- B. SERVICE APPLICATION. Any person 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 HLPD. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. HLPD may request any other information as it deems necessary to secure payment for all charges and to provide efficient and reliable service. A completed application with required documentation and payments must be submitted at least five (5) days before service is to be commenced or restored.
- C. SECURITY DEPOSITS. HLPD may require any Customer, upon application for service or at any time, to furnish a security deposit in the form of cash or check, equal to an estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. If a prior history of usage is established, the estimate shall be based on the highest three-month period of service. For new commercial and industrial Customers, HLPD will calculate the amount of the security deposit based on the best information available for electric usage for the type of business in which the Customer is engaged. HLPD 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. HLPD may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means.
- D. CONTINGENT UPON RIGHTS. The supply of service is contingent upon HLPD'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 to enable HLPD to install and furnish the service for which application is made. HLPD, without liability, may suspend or terminate service if the Customer fails to maintain any such permits, licenses, certificates, easements or right-of-way grants required for such service.

- E. REFUSAL TO SERVE. HLPD reserves the right to refuse to supply service to new Customers or to supply additional load 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 HLPD, financial or otherwise. HLPD also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to HLPD's other Customers. As a condition to providing or continuing service, HLPD may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by HLPD, at the Customer's sole expense.

- F. REJECTION FOR UNPAID BALANCE. HLPD 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 HLPD's discretion, HLPD may require 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, or both.

III. INSTALLATION OF NEW SERVICE AND SERVICE CONNECTIONS

- A. CUSTOMER'S WIRING. The Customer is responsible for the installation of all wiring on the Customer's premises to the point of entrance, as specified by HLPD. The Customer's wiring and electrical equipment shall comply with applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and HLPD'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. HLPD may refuse to provide service until the Customer's wiring has been approved for energization or if HLPD determines that the Customer's installation does not comply with applicable requirements

- B. EXTENSION OF DISTRIBUTION SERVICE. The extension of new service shall be subject to HLPD's requirements and specifications and at the Customer's expense. HLPD may require the execution of a separate construction agreement to address major or unusual new service installations, as determined by HLPD. When system-wide improvements are required, as determined by HLPD, 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. Such charges will be based on HLPD's actual costs for labor and materials, including engineering and design.

- C. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. HLPD reserves the right to impose any Customer-specific engineering requirements or specifications, as HLPD, 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 HLPD's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.

- D. EQUIPMENT. HLPD 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 HLPD requires the Customer to install equipment and facilities for the extension of electric service, all shall be performed in a workmanlike manner in accordance with applicable codes and prevailing industry standards and shall be subject to HLPD's inspection and written approval. Service shall not be connected to HLPD's facilities until HLPD's written approval is obtained. HLPD may suspend or disconnect service if the Customer's installation subsequently fails to satisfy applicable codes, standards or HLPD's requirements or specifications.

- F. OWNERSHIP OF EQUIPMENT AND FACILITIES. All meters and lights installed by HLPD on the Customer's premises shall be owned by HLPD. The Customer shall own facilities associated with underground service installed on the Customer's premises. All other equipment and facilities shall be owned by HLPD up to the delivery point, whether installed by the Customer or HLPD.

- 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 HLPD's requirements and specifications. HLPD may suspend or disconnect service if Customer fails to comply with the prior sentence.

IV. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

- A. LOAD CHARACTERISTICS. HLPD will determine the character of service to be made available at each location. As provided in Article II, Section E, HLPD may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect HLPD's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of HLPD personnel, or require the installation of regulating equipment, as determined by HLPD in its sole discretion. The Customer shall notify HLPD in writing, on a form approved by the HLPD, before any change or addition is made in the load characteristics of the Customer's equipment. The Customer shall be liable for any damage caused by any such changes or additions made without the HLPD's written approval, including any damage to HLPD's meters, transformers, lines, or other equipment.
- 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 HLPD, as determined in HLPD'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 HLPD and shall, at all times, conform to the requirements of any legally constituted authorities and to those of HLPD, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the service supplied for any purpose or with any apparatus that would cause any disturbances or which may impair or render unsafe the service supplied by HLPD to its other Customers. HLPD 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 HLPD have any duty to investigate the same. However, HLPD 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 HLPD's requirements or specifications. The Customer shall be liable for any damage resulting to HLPD'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. HLPD 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 HLPD 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 HLPD'S EQUIPMENT AND METERS

- A. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, HLPD will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. All meters installed by HLPD shall remain the property of HLPD, regardless of whether such meter is repaired or replaced by HLPD at the Customer's expense as provided herein. HLPD shall maintain and test the meters in accordance with applicable laws or regulations.
- B. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever HLPD determines that an unauthorized use of electricity is being made at the service location, HLPD 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 HLPD, 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 HLPD. If the Customer refuses or fails to do so, HLPD, 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 HLPD's specifications and approval.

- D. ACCESS TO HLPD'S EQUIPMENT AND METERS. At all times, the meter and any other HLPD equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to HLPD at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to HLPD's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. HLPD may refuse to supply or may suspend service if access cannot be readily obtained, as determined by HLPD in its sole discretion.
- E. GRANT OF RIGHTS. The Customer hereby gives HLPD permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing HLPD's meters, equipment or appliances. If access is refused or is otherwise not provided, HLPD 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 HLPD 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. HLPD 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 HLPD in writing, shall disconnect, remove, inspect or otherwise tamper with any meter or other equipment or facilities owned by HLPD. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to HLPD's meters or equipment. Upon request, HLPD will temporarily relocate meters at no additional cost to accommodate construction projects at the service location. The Customer shall be responsible for the safekeeping of HLPD's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith. HLPD 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 HLPD's meters and/or equipment, including the cost of repairs or replacements as determined by HLPD in its sole discretion. HLPD 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 HLPD 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 separately metered and considered as separate Customers, whenever practicable. The Customer shall be responsible for properly identifying the meter troughs. If a residence is converted to multiple units, or for some other reason it becomes impracticable in the judgment of HLPD to separately meter individual dwelling units, service may be supplied through one meter under the applicable residential or general service rate. When HLPD requires the use of a single meter to measure total consumption, the Customer shall bring wiring to a central point. The wiring and location of the central point shall be subject to HLPD's approval. HLPD 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.

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 power system transients or loss of voltage. 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. HLPD 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 HLPD 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 HLPD in writing. HLPD 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 HLPD caused by the changed conditions or installation made without HLPD's express prior approval. HLPD 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 by HLPD.

- D. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for HLPD 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. If the customer does not complete the relocation within 120 days, the Department reserves the right to hire a contractor to perform the work and add the charges to the customer's bill.

VII. RATES, CHARGES AND BILLING

- A. RATE. HLPD 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. HLPD 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.
- B. CHANGES IN RATE. HLPD'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. 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 HLPD determines that a different billing period is required or desirable as permitted by applicable law or regulation. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. HLPD may require payment in advance for such work.
- D. 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.
- E. 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 HLPD. All requests for termination shall be in writing on such forms required by HLPD. 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.
- F. 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, HLPD 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.
- G. ADDITIONAL FEES AND CHARGES. The Customer may be charged additional fees and service charges as applicable. These may include fees and charges for after-hours service calls, return checks, service reconnect, etc.

VIII. SUSPENSION OR TERMINATION OF SERVICE

- A. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES. HLPD reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to HLPD's equipment or facilities, whether on or off the Customer's premises. HLPD 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 HLPD deems that an emergency exists. However, nothing in this Section shall be deemed to require HLPD to make any such

repairs, replacements or changes, at times other than HLPD's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.

- B. NON-COMPLIANCE. HLPD 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 HLPD, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with HLPD's system or service to HLPD's other Customers.
- C. REASONS OF SAFETY OR FRAUD. HLPD 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 HLPD's workers; and/or
 - 2. If necessary, to protect HLPD from fraud or theft.
- D. CAUSES BEYOND HLPD'S CONTROL. HLPD may discontinue or suspend service and remove any HLPD equipment which, in the opinion of HLPD, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond HLPD's reasonable control.
- E. AS PERMITTED BY DPU REGULATIONS. HLPD 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. HLPD 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 HLPD endeavors to furnish adequate and reliable service, HLPD 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. HLPD shall not be responsible for any variation or diminution in service, abnormal voltage, or reversal of its service, except to the extent that such condition is caused solely by HLPD's gross negligence or willful misconduct. In no event shall HLPD be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. HLPD 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, HLPD may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer.
- B. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. HLPD 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 HLPD's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does HLPD 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. HLPD 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 HLPD's service, conductors, appurtenances or other equipment on the Customer's premises.
- C. OTHER EVENTS. Notwithstanding the foregoing limitations, HLPD 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 HLPD or one with whom it has contracted for the supply of electricity.

RENEWABLE ENERGY AND ENERGY CONSERVATION INCENTIVE CHARGE

The residential and commercial Renewable Energy & Energy Conservation Incentive Charge of \$0.0005 per kWh applicable to all customers billed.

Effective: January 1, 2011
Filed by: Yakov D. Levin, General Manager

INSTALLATION OF DISTRIBUTION EQUIPMENT FOR RESIDENTIAL AND COMMERCIAL DEVELOPMENT

1. Upon request from a developer proposing to construct a qualifying residential and commercial development consisting of dwelling facilities and facilities accessory thereto and subject to the provisions hereinafter set forth, the Hudson Light & Power Department (Department) will provide a distribution system in public or private ways, or rights-of-way to be installed throughout the entire development. A qualifying development is one proposed to be built on a land area defined in a real estate development plan, approved by the municipality in which it is proposed to be located and recorded, or suitable, in the opinion of the Department 's property attorney, to be recorded in the appropriate Registry of Deeds. Said land area shall be situated where no electric distribution system exists and where no electric distribution system other than that provided pursuant to the provisions of this policy will be required, and approved by the Department pursuant to all the relevant provisions and conditions of this policy
2. The developer must present to the Department a plan showing the physical sequence in which the residential development is to be built and indicating the estimated elapsed time within which the total development, or a significant and separable portion thereof, will be completed. Both the physical sequence and the estimated elapsed time of completion shall be subject to the approval of the Department as reasonable.
3. The developer shall make a nonrefundable payment of the actual cost as an in-aid of construction charge in accordance with the charges and fees applicable at the time.
4. For developments of single family residences, multi-families residential structures (condominiums and apartments, etc.), and commercial and industrial structures, a non-returnable payment shall be made to the Hudson Light & Power Department in amount of the estimated cost to provide electric service to the project prior to the start of construction.
5. Streetlight installations are the responsibility of the developer, the quantity and location shall be designated by the Planning Board and coordinated with the Selectmen and the Hudson Light and Power Department. The developer shall have a sign off from the Planning Board and the Selectmen of the towns in the service area of the Hudson Light and Power Department.
6. For an underground distribution system, developers shall excavate trenches, install conduits, and install transformer pads and appropriate vehicle protection equipment in accordance with the Department's specifications, at their expense. Conduit sizes will be specified by the Department. The Department will install transformers, high voltage and secondary cables, except for the underground secondary service conductors as covered in paragraph 11 of this policy.
7. Special requirement will result in additional cost to the developer.
 - a. Whenever, in order to properly supply electricity to a development, it is necessary to install additional equipment or attachments due to changes requested by the developer or local authorities, the developer shall reimburse the Department for any additional costs, including those for engineering, incurred as a result thereof.
 - b. If power for construction is required before the final layout and grades are completed, the cost of temporary service shall be borne by the Developer. The Department shall not provide permanent equipment or conductors to the site until after the installation of a binder coat on traveled ways to ensure acceptable layouts and grades.
 - c. For an underground system, if street surfacing is completed prior to installation of the conduit system and shall in any respect interfere with the installation of any facilities, the developer shall be responsible for any additional expense caused thereby.
8. The developer shall furnish the Department with an approved development plan(s), complying with the provisions of Section 1, together with all available grades and land clearing information, street improvement details, and locations of water mains, sewer lines, gas lines, property lines, and easements to parties other than the Department. At the time the Department is requested to install the distribution system, the developer must have placed stakes showing final grades and lines and must have graded to within two inches below final grade. During the installation period,

the developer shall coordinate other construction so as to permit unimpeded operation of the Hudson Light and Power Department crews.

9. The owners of record shall grant the Department, without cost, perpetual rights and easements free and clear of encumbrances of record, the form and content of which shall be acceptable to and approved by the Department's property attorney, including rights of ingress and egress acceptable to the Department for:
 - a. Poles, wires, cable, anchors, guys, fixtures and appurtenance associated with overhead construction. Paragraph 9b through 12 relate to underground construction.
 - b. Transformer locations and installations, including the cable connections. In developments of single-family residences, such locations will, in general, be on private property approximately six feet back from the street line and centered on the boundary between abutting properties. In all other projects, such locations will, in general, be on private property within ten feet of traveled ways or other paved areas accessible by the Department. Further, a fence will not be allowed to be built across the front of a transformer pad, as it would interfere with operation and maintenance of the transformer. However, a fence may be built 7 feet from the rear and sides of the pad. The top of the pad shall be 4 inches above final grade.
 - c. Secondary connection points. In developments of single-family residences, such locations will, in general be between the street line and the transformer installations and on the boundary line of abutting properties or approximately two feet back from the street line and centered on the boundary between abutting properties. In other projects, such locations will, in general, be adjacent to the transformer locations described in paragraph "a" above.
 - d. Primary and secondary cables in conduit. In developments of single-family residences, these cables will, in general, be located in public ways or private ways between the paved surface and the immediately adjacent property line. In developments of other projects, these cables will, in general, be located in public ways or private ways between the paved surface and the immediately adjacent property lines or in rights-of-way accessible by the Department's vehicles and crews. Cables and conduits located under traveled ways shall be encased in concrete.
 - e. Any other underground or pad-mounted facilities to be owned and maintained by the Department which are required to provide electric service, including street lighting, as laid out or planned.
10. The secondary service conductors running from secondary connection points or transformer locations to residential buildings shall be provided by the developer and maintained by the property owner of record in accordance with Department specifications and with any local ordinances and/or bylaws applicable thereto. Such conductors shall be installed in duct or conduit of a Department approved type.
11. Where the Department's metering devices are located on the outside of structures, the cable shall, in all cases, be enclosed in rigid galvanized conduit mechanically coupled to such devices and firmly attached to the structures supporting the devices. Where Department metering devices are located indoors, the cables shall, in all cases, penetrate structure walls in accordance with applicable regulations.
12. Underground systems installed in accordance with the provisions above shall be owned and maintained by the Department, except for secondary service conductors and other devices described elsewhere in this policy. Applicable provisions contained in the Department Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.
13. Underground systems shall be installed in accordance with the latest revision of Department's Construction Handbook and associated specifications.

Effective: February 1, 2017

Filed by: Brian R. Choquette, General Manager

HUDSON LIGHT AND POWER DEPARTMENT

DISTRIBUTED GENERATION POLICY

AVAILABILITY

These requirements are applicable to customers with Distributed Generation (DG), such as solar, wind turbine or other auxiliary generation interconnected with Hudson Light & Power Department's (HLPD) electric system. Such DG system must be owned by the HLPD customer; third party lease agreements will not be allowed to interconnect.

The maximum DG system size (nameplate) allowed on the HLPD system is 25 kW (DC for inverter systems; AC for other technologies). This limit shall apply per customer and per location. Customers owning multiple properties are limited to 25 kW in total. Customers with more than 25 kW of DG installed prior to December 2015 will be grandfathered.

The maximum energy HLPD will purchase from any one customer under this DG Policy (even if the customer has multiple DG systems or more than 25 kW capacity) is 30,000 kWh annually. Any customer delivering more than 30,000 kWh to HLPD will not be compensated for the excess over 30,000 kWh on a calendar year basis (note that a billing adjustment may be required after annual analysis of the total energy delivered to HLPD).

Customers interested in installing more than 25kW (nameplate) of DG shall be required to negotiate a Power Purchase Agreement and Interconnection Agreement with the Department. These customers will be considered wholesale generators and will:

1. be responsible for all HLPD interconnection and legal costs,
2. be subject to HLPD portfolio limitations, circuit capacity limitations and feeder limitations,
3. negotiate the price to be paid for energy (must be market competitive), and
4. not be eligible for rebates

HLPD PURCHASE OF DG ENERGY:

HLPD does not provide for net metering of distributed generation. Pricing for energy delivered to HLPD from the DG system will be at HLPD's Power Adjustment Charge (PAC), as it is set from time to time. For any billing period that HLPD calculates an amount owed to a DG customer, a credit will be posted to customer's account. HLPD will carry forward, from billing period to billing period, any remaining credit balance. Balances exceeding \$250 will be processed for payment on an annual basis in March each year for customers in good standing upon request. Balances under \$250 in March shall continue to carry forward on the customer's account.

INSTALLATION REQUIREMENTS:

Customer shall provide to HLPD all the technical information for the system and related equipment at least four weeks prior to installation.

HLPD requires protective devices to be installed to prevent back-feed to its system during utility outages. The installation must conform to IEEE 929-2000 (including the use of a Utility Interface AC Disconnect Switch per section 5.4), UL 1741, and in compliance with requirements of the local wiring inspector. The Utility Interface AC Disconnect Switch shall be knife blade type, lockable, and installed adjacent to the HLPD meter. It shall remain accessible to HLPD for emergency use. It shall be labeled with a phenolic nameplate, white letters on a red background, approximately 3" x 5" and shall read similar to:

**Solar (Wind, Auxiliary, etc.) Power System
HLPD Interface**

AC Disconnect Switch

If UL 1741 is the standard to which the proposed DG system inverter is built, that standard provides adequate assurance that when manufactured the inverter will perform in a manner that prevents back-feed during islanding.

1. HLPD requires that the inverter be capable of separating the DG from the utility during island events for the life of the system. The system must be tested at least once per year to demonstrate its ability to protect against back-feed to the HLPD's system upon loss of line power. HLPD will accept a field test in lieu of the certification tests specified in UL 1741. Should the unit fail to pass the periodic islanding test, the inverter must immediately be taken out of service until it is restored to proper operation and successfully retested. HLPD reserves the right to witness such testing at its sole discretion including an initial commissioning test.
2. UL 1741 also imposes harmonic distortion limits on the inverter, and it will be the customer's responsibility to assure the system continues to perform within the limits after initial installation.

TERMS AND CONDITIONS

The installation of the DG system and inverter introduces potential liability for HLPD. Therefore, HLPD requires and the customer agrees that:

1. In the event that a failure of the anti-islanding feature causes damage to property and/or injury to any person(s), the customer will bear sole responsibility for any claims or damages.
2. Customers will also be solely responsible for any adverse impact to other customers as a result of a failure of their inverter to perform within the harmonic limits of UL 1741. The customer will be solely responsible for the costs to correct such impacts.
3. The customer will hold HLPD harmless for any damages that might occur to his/her DG/Inverter system or his/her property as a result of the interconnection to the HLPD's system.

HLPD's Standard Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of these requirements.

¹ Using PVWatts (www.pvwatts.nrel.gov) online solar model, a DG solar project of 25 kWdc would produce about 32,000 kWh annually. The HLPD annual limit shall be 30,000 kWh/yr.

Effective: December 1, 2019
Filed by: Brian R. Choquette, General Manager

POWER ADJUSTMENT CHARGE

APPLICATION

The Power Adjustment charge will be applied to all sales of electrical energy to ultimate users under all rates and modified energy charges provided therein.

ADJUSTMENT

The adjustment will be made up of two parts:

- A. The Levelized Energy, Short Term Capacity and Wholesale Transmission Adjustment (applicable to all rates);

and

- B. The Levelized New York Power Authority (NYPA) Hydro Adjustment (applicable to Residential Rates A, E and F).

LEVELIZED ENERGY, SHORT TERM CAPACITY AND WHOLESALE TRANSMISSION ADJUSTMENT

The Levelized Energy, Short-Term Capacity and Wholesale Transmission Adjustment will result when the average cost of energy and short-term capacity and wholesale transmission, as defined herein, is more or less than the Standard Base of 0.00 mils (\$ 0.00000) per kilowatt-hour.

The average cost of energy, short term capacity and wholesale transmission will be calculated by adding the fuel costs of all existing entitlements and the total cost (fuel, transmission and capacity) of all short-term economy purchases, and dividing that sum by the period's kilowatt-hour sales.

The Levelized Energy, Short-Term Capacity and Wholesale Transmission Adjustment shall be modified from time to time to adjust for actual energy and short-term capacity and wholesale transmission costs. Modifications will occur when appropriate through the accrual and comparison of the average cost of energy, short-term capacity and wholesale transmission against the Levelized Energy and Short Term Capacity Adjustment. The levelization system will be used to avoid abrupt changes to the adjustment.

LEVELIZED NYPA HYDRO ADJUSTMENT

The Department will project annual costs and annual savings resulting from power agreements with the NYPA Hydro to determine the Levelized NYPA Hydro Adjustment per kilowatt-hour to residential rates.

The Department will calculate the Actual NYPA Savings on a monthly basis by subtracting representative actual power costs with NYPA from projected power costs without NYPA.

The projected annual Levelized NYPA Hydro Adjustment shall be modified from time to time to adjust for actual savings returned. Modifications will occur when appropriate through the accrual and comparison of the Actual NYPA Savings previously outlined against the Levelized NYPA Hydro Adjustment. The levelization system will be used to avoid abrupt changes to the NYPA adjustment.

All costs for NYPA power, including transmission, shall be deducted from the NYPA savings.

HLPD SERVICE CHARGES**HLPD Service Charges:**

| | |
|-----------------------------------|--------------------|
| After-Hour Service Call | \$ 185.00/ 2 hours |
| Broken Meter Glass Replacements | \$ 30.00 |
| Meter Tests- Customer Request | \$ 40.00 |
| Poly-Phase Meter Test | \$ 80.00 |
| Municipal Property Attachment | \$ 95.00 |
| Returned Check | \$ 25.00 |
| Standard Temporary Service | \$ 225.00 |
| Termination Reconnect | \$ 25.00 |
| Termination Reconnect-After Hours | \$ 185.00 |

Existing Customers:

Private Property Construction Labor (per employee-hour) \$ 75.00

Monday- Thursday 6:30 am- 4:30 pm

Private Property Construction Labor – After Hours

- | | | |
|-----|--|-----------|
| I. | 4:30 pm- 6:30 am Monday-Thursday and All-day Fridays and Saturdays | |
| a. | Minimum Call/employee or two hours/employee | \$ 225.00 |
| b. | Subsequent hours/employee | \$ 112.50 |
| II. | Sundays and Holidays | |
| a. | Minimum Call/employee or two hours/employee | \$ 300.00 |
| b. | Subsequent hours/employee | \$ 150.00 |

New Construction:

| | |
|--|-----------|
| Labor Hourly Rate Monday- Saturday | \$ 150.00 |
| Labor Hourly Rate Sundays and Holidays | \$ 180.00 |
| Hourly Rate Bucket Truck | \$ 80.00 |
| Hour Rate Digger Truck | \$ 90.00 |

| | |
|---------------------------------|--------------------------|
| Hourly Rate Dump/Flat Bed Truck | \$ 45.00 |
| Hourly Rate Pick-up Small Truck | \$ 20.00 |
| Temporary Service | \$ 225.00 |
| Emergency Call-Out | Minimum of two (2) hours |

Effective: August 1, 2021

Filed by

Brian Choquette, General Manager

Hudson Light & Power Dept
49 Forest Ave
Hudson, Massachusetts 01749

M.D.P.U. #312

Hudson Light & Power Department
Advanced Metering Infrastructure Opt-Out Cost Adjustment Provision

For Domestic Rate A-Rate No.1, Schedule E- Rate No.6, Schedule F- Rate No. 7 Rate

Customers APPLICATION:

This adjustment applies to all accounts metered under the 1, 6 and 7 rates provided therein.

DESCRIPTION OF PROVISION:

Unless otherwise determined by the Hudson Light & Power Department (“HLPD”), all services shall be equipped with a meter that employs Advanced Metering Infrastructure (“AMI”) technology utilizing wireless means to allow the HLPD to obtain meter readings remotely. Customers may choose to “opt-out” by having their AMI meter replaced with a non-AMI meter. At the customer’s request, the HLPD shall allow the customer to use a non-AMI meter for the purpose of billing electric service to the customer. Upon written receipt of the Customer’s request, the HLPD shall allow the customer to continue using his/her non-AMI meter or, in the case where the AMI meter has already been installed, the HLPD shall use its best efforts to exchange the meter as soon as possible after receiving the request, depending on resource availability.

When applicable, customers who choose to opt-out will be charged an initial fee for the removal of the existing AMI meter and the installation of the non-AMI meter, pursuant to the Adjustment Charges below. All customers who choose to opt-out shall be charged a monthly meter reading fee for the non-AMI meter, pursuant to the Adjustment Charges below. The HLPD at its option, may choose to read the non-AMI meter less frequently than once per month. In that case, or if the HLPD is unable for any reason to read the meter on the regularly scheduled monthly read date, the HLPD shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered. The HLPD will not assess any fees until after the HLPD has installed the non-AMI meter, or in the case when an AMI meter is yet to be installed, customers shall be charged beginning with the monthly billing cycle following the cycle during which the meter would have been replaced.

Any opt-out customer who subsequently wishes to have an AMI meter re-installed will be charged a “re-installation fee” pursuant to the Adjustment Charges below. The re-

installation fee will be charged for the removal of the non-AMI meter and the installation of an AMI meter. After an AMI meter has been re-installed, the HLPD will terminate billing the monthly meter reading fee.

ADJUSTMENT:

The Advanced Metering Infrastructure Opt-Out Charges are as follows:

| | |
|--|---------|
| Removal of the AMI Meter and Installation of Non-AMI Meter | \$40.00 |
| Monthly Meter Reading | \$40.00 |
| Re-Installation of AMI Meter | \$40.00 |

DISCOUNT NOT APPLICABLE:

The Prompt Payment Discount Clause shall not be applicable to the Advanced Metering Infrastructure Opt-Out Cost Adjustment Charges.

EFFECTIVE: August 1, 2019 Billing

DATE ISSUED: July 1, 2019

FILED BY: Hudson Light & Power Department

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Filed by: Brian R. Choquette, General Manager