

Rules and Regulations
of the
Holyoke Gas & Electric Department

Department Services

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I. General

A. Provisions

These Rules and Regulations are applicable to and made a part of all service classifications. This applies to all customers, or potential customers, requiring electric, steam, and/or gas service within the franchise area of The City of Holyoke Gas and Electric Department, hereinafter referred to as HG&E. Any terms and conditions that are inconsistent with any specific provisions of any service classification shall not apply.

B. Application

Application for service must be made either in person at the Main Office of HG&E, 99 Suffolk Street, Holyoke, MA, or electronically to the electronic address designated on the application. Service will be initiated, in most cases, within 48 hours after receipt of all information required.

Applicants for service must present the following:

1. Two (2) forms of valid identification, one being a photo.
2. Evidence of authority:
 - A. Residential lease/rental account applicants must provide a lease or rental agreement.
 - B. Commercial account applicants must provide any one of the following, depending on how an account is set up:
 - i. For accounts where the application is signed by the individual whose name appears on the deed, the applicant must provide a copy of the deed.
 - ii. For accounts where the application is a Doing Business As (DBA), the applicant must provide a Business Certificate or Certificate of Occupancy.
 - iii. For accounts where the application is a Limited Liability Corporation (LLC) or Incorporated (Inc), the applicant must provide a Certificate of Organization.
3. Completed application for service.
4. Payment, via cash or money order, for any balances on previous accounts.

Service to any customer shall not be turned on or off by anyone other than an authorized agent of HG&E. This applies to all classes of service, including residential, commercial, and industrial.

Gas service shall not be turned on until an agent of HG&E is satisfied that all customer gas appliances are equipped with approved safety devices and are properly and safely connected to a gas service pipe of accepted construction and free from leaks. All customer installed equipment must be free of safety defects or conditions that impair the safe operation of the equipment. No gas meters will be activated unless there is customer installed equipment at the service location.

HG&E employees or agents authorized to enter upon a customer's premise are provided with identification cards, which will be shown upon request. Customers are advised not to admit to their premises anyone claiming to represent HG&E, unless they can produce a proper identification card.

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In the absence of a customer of record at any address, if a person begins to use service without first notifying HG&E, in person, and allowing it to read the meter, such person will be considered a customer and held financially responsible for the amount due for service from the date on which the previous customer terminated service or the date on which such person first began to take service, whichever is later. HG&E will calculate this amount based on reasonable verification of the date on which such person became a customer. Once HG&E finds use by a non-customer, HG&E will terminate service until the new customer completes an application and pays for such calculated use. HG&E reserves the right to refuse service, at any location, to an applicant who is indebted to HG&E for any service furnished to such applicant. However, HG&E shall commence service if the applicant has agreed to a reasonable payment plan.

The customer, having entire control of equipment beyond the meter, is responsible for any leakage, waste, or theft of gas, electric, or steam, which may occur after it has left the meter. In situations where metered supply is not exclusive to a tenant, the tenant's landlord will be the customer of record under this section.

When a customer applies for service, HG&E will give the customer a description of the rates available and will provide the customer as to the most applicable rate available based on the customer's description of the service characteristics. If HG&E is subsequently notified by a customer of a change of the customer's service characteristics, the most applicable rate will be given to that customer. However, responsibility for selecting the most applicable rate remains the sole responsibility of HG&E, subject to the provisions of the Schedule of Rates. HG&E will not be liable for any claim that service provided to any customer might have been less expensive or more advantageous to such customer if supplied under a different rate. Unless specifically stated to the contrary, all rates are based on the supply of service to the customer throughout the twelve (12) months of the year and are not subject to change more than once in a twelve (12) month period.

C. Deposits and Fees Policy

A deposit on residential accounts may be required after a review of all available credit information.

Residential customers whose service has been disconnected a second time for non-payment of their bill will be required to pay a deposit. Non-heating customers are required to pay \$50 and heating customers are required to pay \$100. This is not a one time occurrence but every time a second shut off occurs.

Deposits on commercial accounts will be required unless the customer opts for one of the following alternatives:

1. The application for a commercial account is signed by the individual whose name appears on the deed of the property.
2. The customer enrolls in a bank draft payment arrangement; however, any default on a bank draft arrangement shall require a deposit to continue service.
3. The customer has existing deposits with HG&E for other accounts, that in the sole opinion of the Credit Manager, are deemed sufficient to cover the new account and the customer gives HG&E an acceptable pledge of existing deposits for all accounts.

Any required deposit shall be determined in accordance with regulations set forth by the Massachusetts Department of Public Utilities (DPU) and Massachusetts General Laws,

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Charter 164, Section 58A and may be equivalent to the total of the three (3) highest estimated billings for a twelve (12) month period.

Deposits shall be held on an account until the account is terminated and will then be refunded to the customer of record. Deposits retained for more than six (6) months will accrue interest per Massachusetts General Laws, Chapter 164, Section 58A.

A fee of \$30.00 per meter will be charged all customer classes for the initiation of service. This charge can be paid while filling out an application at HG&E's Main Office or may be placed on the first bill, depending on the wishes of the customer.

A fee of \$25.00 will be charged to any customer after a first returned check for insufficient funds. There is no charge for the first offense. This charge also applies to bank draft customers. Bank draft customers will be removed from bank drafting after a second offense.

D. Meter Reading and Billing

1. General

Unless otherwise specified in the service classifications, rates and charges are based on monthly cycle billing. HG&E will schedule meters to be read and billed on a monthly basis.

2. Estimated Bills

HG&E shall obtain an actual physical meter reading at least once a year. A card read submitted by a customer is not considered an actual read. However, a reading obtained from a HG&E remote meter reading system is considered an actual read. If HG&E is unable to read the meter when scheduled for any reason, or if the meter for any reason fails to register the correct amount of gas and/or electricity supplied or the correct demand of any customer for a period of time, HG&E shall make a reasonable estimate of the consumption of gas and/or electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered.

3. Payment of Bills

Bills are payable when presented. If payment is received by HG&E, together with any arrearage, within fifteen (15) days of rendering, a ten percent (10%) prompt payment discount shall apply. Furthermore, any special discounts given for any reason are also allowed if payment is received within fifteen (15) days of rendering.

4. Access to Meters

A properly identified and authorized representative of HG&E shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing HG&E meters, meter reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with Mass General Law Chapter 164, Section 116, Mass DPU regulations, and HG&E policy, and the customer shall not prevent or hinder HG&E's access.

E. Collection of Accounts

1. HG&E bills are due when rendered and payable within 45 days at HG&E Main Office or any authorized collector.
2. Bills shall be deemed rendered and any other notices duly given when delivered to the customer personally or when mailed to the customer at the

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premises supplied, or at the last known address of the customer or when left at either of such places.

3. If and whenever the customer is in arrears of any bill due HG&E, or in case of violation of any terms and conditions under which service and/or material is supplied to the customer, HG&E may shut off the supply of electric and/or gas and may enter the customer's premises and remove the meters, piping, cabling, and other materials which have been installed at HG&E's expense.
4. The discount expiration date of bills, or end of the discount period, shall be not less than (10) days after the bill is received. Discounts shall not be allowed if, and whenever, the customer shall be in arrears in payment of any bill due to HG&E. Discount expiration dates are indicated on bills to customers.
5. In the event that service has been shut off due to nonpayment, the following charges will apply:
 - a. If the service is terminated, one of the following charges plus the overdue balance must be paid, in cash or money order only, prior to service restoration:

\$25.00 - If the service is restored, Monday through Friday, 8:30 AM to 3:45 PM

\$50.00 - If the service is restored by the Service Department after 3:45 PM during the week or anytime on Saturday or Sunday

\$10.00 - Trip charge if we have to make more than one trip
 - b. If an outside gas or electric crew terminates service, a fee of **\$75.00** will be required prior to restoration for the shut off. In addition, if an outside gas or electric crew is required to restore service, a bill equal to the actual cost of restoration will be rendered.
6. If a check is returned on a pending shut off notice, only cash or a money order will be accepted to restore service. Three (3) returned checks will result in cash or money order payments only for one (1) full year.
7. Customers having three (3) personal or business checks returned for insufficient funds in one (1) year become a cash, bank check, or money order customer for one (1) full year.

F. Limitations of Liability

There are no warranties regarding service including those involving merchantability and fitness for a particular purpose, or arising out of a course of dealing or usage of trade. The sale is made "as is".

Nothing in these Rules and Regulations shall be construed as placing upon HG&E any responsibility for the condition, maintenance, or safety of a customer's appliances, pipes, electric main and service cabling, or other equipment; and HG&E shall not be responsible for any loss or damage resulting from defects, failures, or malfunctions in or originating in any pipes, appliances, electric main and service cabling, or other equipment which is not owned by HG&E. HG&E shall not be responsible for damage to persons or property

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arising from the use of gas and/or electricity and the presence of gas or electricity or HG&E's equipment on the premises of the customer.

Notwithstanding any other provisions of this or any other rule and regulation:

1. It is the responsibility of the customer to protect themselves, any third parties, and any property from the use, misuse, and/or availability of electric and/or gas on their premises and from the consequences of the use, misuse, and/or availability of electric and/or gas on their premises.
2. It is the responsibility of customers to provide, install, use, inspect, and maintain suitable protection and protective devices to protect themselves, life, and property from any defect, failure, or malfunction in or originating in any pipes, appliances, electric main and service cabling, or other equipment which is not owned by HG&E; and to protect themselves, life, and property from the consequences of any defect, failure, or malfunction in or originating in any pipes, appliances, electric main and service cabling, or other equipment which is not owned by HG&E.

By accepting service from HG&E and paying the current rates, the customer agrees that HG&E shall not be liable in any direct or indirect manner for any interruption, reduction, abnormal pressure or voltage, discontinuance or reversal of HG&E's service, due to causes beyond its immediate control, whether caused by fire, explosion, flood, weather conditions, accident, labor difficulties, conditions of fuel supply, the acts of any public authority, reduction in pressure or voltage, selected interruptions or black-outs, or failure to receive any gas and/or electricity for which in any manner it has contracted, or due to the operation in accordance with good utility practice of an emergency interruption and/or load reduction program by HG&E or one with whom HG&E has contracted for the supply of gas and/or electricity or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if HG&E is unable to supply gas and/or electricity for a continuous period of forty-eight (48) hours or more to firm service customers, that upon written request of the customer, charges, if any, shall be suspended for the remaining duration of such interruption.

The customer also agrees that HG&E shall not be liable for damages or injuries to the customer or any third person resulting from the use of services or the presence of HG&E's meters or appurtenances upon the customer's premises. The customer further agrees that HG&E shall not be liable for any damage to customer's equipment due to any cause.

This rule and regulation is severable. Any holding by a Court of competent jurisdiction that a word, phrase, or portion of this rule and regulation is unenforceable shall not effect the enforcement of the remainder of this rule and regulation. This rule and regulation shall be enforceable to the fullest extent of the law.

G. Termination of Service

1. If a customer wishes to terminate service, at least twenty-four (24) hours notice must be given to turn off meters. The customer must notify HG&E at HG&E Main Office, 99 Suffolk Street, or by telephone (536-9300). The customer is responsible for all power supplied until HG&E has been notified to terminate service and the customer has provided us access to the meter(s) for turn off.
2. HG&E reserves the right to refuse or discontinue service under the following conditions, and in accordance with and subject to applicable

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statutes, and duly adopted regulations of the Department of Public Utilities of the Commonwealth of Massachusetts, as in effect from time to time:

- a. if any bills for service or for charges in contracts for the extension of service are in arrears where equitable payment arrangements cannot be made for such arrearages
 - b. if the customer fails to comply with the ordinances or regulations of duly constituted authorities or of the National Board of Fire Underwriters, or fails to supply at their expense proper certificates of compliance with such ordinances or regulations at HG&E's request
 - c. if prior indebtedness of a customer for the same class of service at the same or another location is not paid in full before service is established, or equitable payment arrangements are not established
 - d. if a former customer who is indebted to the company attempts by fraud to obtain service, until such time as payment or equitable payment arrangement is made for all money said customer owes HG&E
 - e. if a successor to a customer subject to a contract for the extension of service refuses to pay the amount required thereunder.
 - f. if HG&E determines that an unsafe operating condition exists or develops
3. HG&E, upon reasonable notice, may discontinue service for the following reasons:
- a. for any purpose of making permanent or temporary repairs, changes, or improvements in any part of its system
 - b. for compliance in good faith with any government order or directive
 - c. any of the following acts or omissions on the part of the customer:
 - i. Non-payment of a valid bill for service furnished at a present or previous location
 - ii. Tampering with any facility of HG&E
 - iii. Customer moves from the premise, unless customer requests that service be continued
 - iv. Service is provided to others (sub-metering)
 - v. Failure to provide payment as provided for in these terms and conditions
 - vi. Connecting and operating equipment in a manner so as to produce disturbing effects on the service of HG&E or other customers
 - vii. The customer's installation poses a hazard to life or property
 - viii. Customer refuses reasonable access to HG&E's employees

H. Special Programs

1. Energy Conservation Program

a. Residential

This program is available to residential class customers who own their own home and wish to install or upgrade gas fired boilers, furnaces, conversion burners, hot water heaters, and/or central air conditioning. Other energy conservation or efficiency measures may also be considered under this program provided an energy audit is performed prior to submitting an application. The program provides assistance granted at 0% interest up to \$5,000 for an owner occupied single family unit and \$10,000 for an owner occupied multi-family unit up to \$5,000/unit. The length of the program is sixty (60) months. Applicants are required to pay a

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\$100 administrative fee to participate in the program. Assistance is provided for products installed no more than ninety (90) days before the receipt of application and work completed within 12 months of application. Program benefits do not apply to new home or building construction. If a customer participates in the Energy Conservation Program, then they are not eligible for other HG&E incentive programs such as First Time Home Buyer incentive and Energy Star rebates which may be available from time to time. Siding, roof replacements, and on-site electric generation are not covered under this program.

b. Commercial/Industrial

This program is available to commercial and industrial class utility customers and to owners of non-owner occupied residential investment properties who wish to install or upgrade gas fired boilers, furnaces, conversion burners, hot water heaters, and/or central air conditioning. Other energy conservation or efficiency measures may also be considered under this program provided an energy audit is performed prior to submitting an application. The program provides assistance granted at 0% interest up to \$20,000 for a non-owner occupied multi-family investment property up to \$2,500/unit. Requests for installation of energy efficient lighting or manufacturing equipment are handled on a case-by-case basis. The length of the program is sixty (60) months. Applicants are required to pay a \$100 administrative fee to participate in the program. Assistance is provided for products installed no more than ninety (90) days before the receipt of application and work completed within 12 months of application. If a customer participates in the Energy Conservation Program, then they may not be eligible for other HG&E incentive programs, excluding the Economic Development Discount, which may be available from time to time. Siding, roof replacements, and on-site electric generation are not covered under this program.

In order to apply for this program, the customer must complete the program application and submit it to HG&E Customer Service with the following information:

- i. Copy of recorded Deed clearly showing the book #, page # & date recorded
- ii. Written proposal signed by the contractor performing the work indicating the equipment being installed meets the energy efficiency terms of the program
- iii. A copy of an energy audit performed by HG&E's energy audit vendor if applicable

If the customer is approved, this information is used to produce a contract between HG&E and the customer which details the terms and conditions and provides HG&E with a municipal lien to secure payment. Once the work has been completed, the customer must submit all receipts, invoices, window labels or proof of Energy Star rating with U-factor, and proof of installation form as applicable before a check is processed. The payment will appear as a separate line item on the customer's bill.

2. Economic Development Discount

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This program is available to all customer classes who are new to Holyoke (Southampton residents are not included in the program). Discounts on gas and/or electric services, in addition to the 10% prompt payment discount, are offered at 10% for each of the first three (3) years. A 20% discount for each of the first three (3) years is provided for steam services yet applied only to base rate and minimum charges, not to fuel or gas surcharges. The term of this contract is ten (10) years during which time the customer agrees to purchase all energy requirements, as applicable, from HG&E. Also, non-residential customer classes are eligible to reapply for another three (3) year term of discounts on expanded portions of their energy load. These programs are governed by the “Economic Development Discount Program” and the “Residential Economic Development Terms & Agreements”.

II. Electric Services

A. Voltage

Standard single-phase three wire secondary services are supplied at either 120/240 volts or 120/208 volts depending on location and character of load. Standard three-phase four wire secondary services include 208Y/120 volt or 480Y/277 volt. HG&E decides which voltage is available depending upon the location.

Six hundred volt service will not be supplied to new locations or to locations where service at this voltage has previously been removed. HG&E reserves the right to discontinue 600 volt service by supplying transformers to the customer to allow the customer to convert a standard voltage to 600 volts.

Three-phase, three wire, delta services (240, 480, or 600 volts) are no longer offered. Any changes or additions to existing delta services shall only be made with the approval of HG&E.

Primary service can be supplied at either 4.8 kV or 13.8 kV as available. Where primary metering is employed, the HG&E will allow a 2% discount on consumption to compensate for losses.

In accordance with the National Electric Code (NEC) and Massachusetts Electrical Code (MEC), as amended from time to time, there shall be only one (1) service of any one (1) voltage to each building except by special permission of the local wiring inspector. More than one (1) voltage characteristic may be supplied to each building at the discretion of HG&E. Firewalls meeting applicable safety code requirements shall be considered to separate buildings.

B. Services

1. General

All services, temporary or permanent, including such services disconnected for any reason for at least six (6) months, must be inspected and approved by the local wiring inspector before HG&E will connect such services to its system. HG&E will determine whether a service is to be supplied overhead or underground and the exact location of the service entrance and metering. **Any and all plans for service must be approved by HG&E prior to final design and construction.** Any construction performed prior to obtaining HG&E approval is subject to revision. As required, appropriate easements must be obtained prior to installation of new facilities. A written cost estimate, sufficient to justify all expenses to be charged to a customer, shall be provided to the customer upon request.

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2. Temporary

Temporary service is a service that will not continue for a sufficient period of time to justify a permanent service. For such service, the customer's electrician must provide a means of attachment for wires to install a fused switch, meter socket, and driven ground according to the NEC.

Temporary construction requiring more than a 125-foot extension of low voltage conductor or the installation of conduits, poles, high voltage lines, or transformers shall be at the customer's expense. Temporary service extensions, which are to be used later for permanent service, shall not be charged to the customer except insofar as the customer is otherwise liable as part of his permanent service.

Energy consumed shall be billed at the appropriate rate. A temporary service shall be disconnected as soon as possible. An installation charge of \$125.00 shall be required for each temporary service required and must be paid prior to connection.

3. Permanent - Overhead

Overhead service will be installed to only one (1) point on any building at no cost to the customer, subject to distance and height limitations. HG&E will determine the point of attachment of its wires to any structure. This point of attachment must be located such that the clearances specified in Article 230-24 of the National Electrical Safety Code (NESC), as amended from time to time, can be maintained. HG&E will maintain the service to such point of attachment and assumes no responsibility beyond it.

An overhead service, which is more than 125 feet from an existing electric pole, may require the installation of a pole. This pole will be installed by HG&E at no cost. Additional poles and facilities beyond this pole will be at the customer's expense. Extensions of distribution facilities installed by HG&E at the customer's expense because of distance limitations shall become the property of HG&E when connected to its lines and HG&E shall maintain them. Replacement of those poles and facilities beyond 125 feet may be at the customer's expense depending on annual energy revenues and other factors determined appropriate by HG&E.

4. Permanent - Underground

Underground service will be installed to only one (1) point of entry on any building. HG&E will determine this point of entry and maintain all services to such point of entry, except as elsewhere stated, and assumes no responsibility beyond it.

An underground residential service conductor extension that is more than 125 feet from an existing electric junction point shall be at the customer's expense except as otherwise stated. Extensions of distribution facilities installed by HG&E at the customer's expense because of distance limitations shall become the property of HG&E when connected to its lines and HG&E shall maintain them.

Commercial and industrial customers are responsible for the installation of their underground service to a location designated by HG&E.

The customer must provide a trench no less than 24" deep for secondaries and 30" deep for primaries from the service entrance to a HG&E designated

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electric pole or underground junction point. If it is necessary, HG&E will dig the trench and bill the customer as required.

The customer is to install HG&E approved conduit for all secondary conductors on private property. HG&E will designate the size and number of conduits including spares that is required. The following serves as a guide to these minimum requirements; however, the customer must contact HG&E prior to commencement of work. A total of two (2) three inch (3") minimum electrical grade schedule 40 PVC conduit is required. Where services are accessible to vehicle traffic, HG&E will make the determination on whether to use either steel or schedule 80 PVC for conduit installations. When service is to a pole, the customer must provide conduit for primary and/or secondary conductors from the meter box and/or transformer to a point ten (10) feet up the pole. Exposed conduit and sweep of a minimum 24" radius at the pole shall be rigid steel. Exposed conduit and sweep of a minimum 24" at the meter shall be schedule 40 PVC with a slip joint except when the meter is located in a vehicle accessible area where rigid steel shall then be required.

The preceding two (2) paragraphs also apply when additional customer load requires the installation of a larger conductor than an existing conduit could reasonably handle.

At the interchange between HG&E's and customer's conductors, HG&E will make the secondary connections at HG&E's expense and will supply the connectors where the service size does not exceed 4/0 copper or 350 MCM aluminum. Multiple or larger connectors, when required, shall be provided by the customer and installed by HG&E. The customer shall leave sufficient length of cable for HG&E to make proper connections in the transformer. In no case shall conductors of 350 MCM or larger have less than a thirty-six (36) inch lead, and smaller conductors shall have no less than an eighteen (18) inch lead. The customer will be responsible for the placing of holes for the conduit entrance in the foundation, sealing of conduits where they enter the building, maintaining and repairing such conduit entrance area, and, depending on the particular location, the customer may be required to install any conduit and cabling through the building entrance and inside the building.

When, with HG&E's approval, service conductors terminate in a main switch, the customer shall provide the connectors and pay for all materials and labor that is required more than three (3) feet inside the building.

The following general rules apply where the service requires an individual transformer. Special circumstances may require HG&E at its discretion to modify the requirements of each party.

- a. The customer will supply all primary conduits, manholes/handholes, and other underground structures on private property per HG&E specifications.
- b. The customer will supply a transformer pad (vault) and ground grid constructed to HG&E specifications.
- c. The customer will provide all trenching, conduit, and restoration on private property.
- d. For all services greater than 400 A, the customer will supply all secondary services, including conductors, conduit, and connectors, from HG&E mains to the customer's service

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entrance. When only one (1) customer is served from a transformer, the customer's service begins at the transformer secondary terminals. These services are the property of the customer and are not maintained by HG&E.

- e. The customer will supply excavation for manholes, where required.
- f. HG&E will supply the primary conductors.
- g. HG&E will supply the transformer(s).

It is important that HG&E be notified of service requirements as early as possible due to long delivery times in obtaining certain materials necessary to supply service to large customers.

Whenever it is deemed feasible by HG&E, underground distribution will be installed in new residential subdivisions. It will be the responsibility of the developer and/or property owner to provide adequate lot line and grade markers and obtain proper easements required to receive electric service. Underground lines cannot be installed until the site is sub-graded to within six (6) inches of finished grade and water and sewer utilities are installed. Plot plans must be submitted to HG&E prior to construction for electrical layout and design. No service will be provided without HG&E approval.

5. Emergency

Emergency back up service will be provided only under unusual circumstances; such as where it is necessary for public health or safety. When the customer specifically requests such service, the customer shall be responsible for the entire cost of providing this service and thereafter for applicable monthly costs under the Standby Facilities Rate. HG&E will not guarantee to dedicate this emergency service to the customer and it may not always be possible to provide such service.

6. Relocation or Covering

Whenever electric lines, including any and all overhead or underground facilities, must be relocated or covered for the convenience of the customer and such relocation or covering involves more than one (1) hour of labor or it involves materials not normally carried on a line truck, HG&E shall bill the customer actual cost of the material and any labor beyond one (1) hour. Any lost or damaged material shall be billed to the customer.

7. Protection of HG&E Equipment

The customer shall furnish and maintain, at no cost to HG&E, the necessary space, housing, fencing, barriers, and foundations for the protection of the equipment to be installed upon the customer's premises, whether such equipment is furnished by the customer or HG&E. If the customer refuses, HG&E may at its option charge the customer for furnishing and maintaining the necessary protection of the equipment. Such space, housing, fencing, barriers, and foundations shall be in conformity with applicable laws and regulations and subject to HG&E specifications and approval.

C. Metering

1. Installation

Electric meters will be furnished and installed by HG&E at locations to be designated by HG&E. HG&E shall determine the sizes, types, and quantities of meters. HG&E may at any time change any meter previously installed. The customer shall be responsible for furnishing and installing, as directed, the appropriate meter socket(s). The customer shall also be

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responsible for providing an instrument transformer enclosure of the approved type when required. Mounting of instrument transformers is performed by the electrical contractor; wiring by HG&E.

Should a customer request a new meter or request that a communication device be attached to the existing meter, HG&E shall provide, install, test, and maintain the meter and/or communication device. The requested meter and/or communication device must meet HG&E's requirements. The customer shall bear the cost of providing and installing the meter and/or communication device. Upon installation, the meter and/or communication device shall become the property of the HG&E and be maintained by HG&E. HG&E shall bill the customer upon installation.

Wherever primary metering is employed, HG&E will allow a 2% discount on consumption. If transformers are owned by the customer, HG&E allows a 1% discount in addition to the 10% prompt payment discount on the monthly bill. With the exception of those customers grandfathered by previous contracts, HG&E will assume no responsibility beyond the metering point; therefore, the customer must also own the transformers needed to step voltage down to the utilization voltage(s). HG&E reserves the right to hold a customer responsible for a primary metered service once an existing electric account has changed names. Primary metering is not normally used for loads under 1000 kVA.

All transformer rated secondary metered services shall be installed as "cold sequence" (main disconnect is ahead of the meter) and all self-contained secondary metered services shall be installed as "hot sequence" (meter is ahead of the main disconnect) unless otherwise allowed by HG&E.

In multiple dwellings, meter sockets shall be permanently marked before the meter is set to identify the apartment, area, or load to be measured by each meter.

Detailed information on any individual installation can be obtained from the HG&E Meter Department. Meters may not be removed and/or the seal broken without prior permission. If done so, the customer may be subject to labor and material charges associated with installing new meters and/or seals as well as estimated billing for any usage not recorded and possible criminal charges for meter tampering.

2. Location

Electric meters shall be located to provide, and continue to provide, ease of reading, maintenance, and accessibility. Meters will not be allowed in locations where, in the opinion of HG&E, they are likely to be damaged and/or difficult to read and/or inaccessible. Keys shall be required from the property owner where meters are located in a secure location. If keys are not submitted to HG&E within a reasonable timeframe, HG&E reserves the right to enter the secure location and bill the property owner as required. Unless unusual circumstances exist, meters will be located outdoors. The top of these meters shall not be more than six (6) feet from ground level and the bottom of the meter not less than three (3) feet from ground level unless approved otherwise by HG&E.

3. Sub-Metering & Check Metering

The resale of electricity furnished by HG&E, based on the registration of customer owned metering devices, is defined as sub-metering and is not

Rules & Regulations (Continued)

permitted. A customer may monitor his own usage through the use of approved meters, computers, or other metering devices. Such metering is defined as check metering.

4. Diversions & Meter Tampering

When HG&E discontinues the supply of electricity, it may seal such service and meter switch by padlocking or it may replace the plug-type fuses with blank or “dummy” fuses to prevent the continued supply of electricity. If a customer receives unmetered service as a result of any tampering with the meter or other HG&E equipment, HG&E shall take appropriate action including, but not limited to, making changes in the meter or other equipment and rebilling the customer. The customer may be held responsible to HG&E for any use of electricity that occurs beyond the point of the meter installation. It is against the law to tamper with this equipment. (Mass General Laws, Chapter 164, Section 127)

5. Meter Accuracy

HG&E shall maintain the accuracy of all metering equipment pursuant hereto by regular testing and calibration in accordance with recognized standards. Any meter which does not vary more than 2% above or below the recognized comparative standard shall be considered accurate. After a thorough investigation by HG&E, a customer may request HG&E to test the accuracy of any of its metering equipment installed upon the customer’s premises. HG&E may, at its option, and with proper notification to the customer, assess a \$25 fee per meter test if the meter is found to be accurate. If the meter does not register accurately, no fee will be assessed to the customer and any appropriate adjustment/rebiling shall be made.

6. Demand/Reactive Usage Requirement

HG&E determines when a reactive reading shall be obtained for the purpose of determining power factor and when a demand reading shall be obtained for either billing and/or engineering purposes. At a minimum, all accounts with monthly average consumption over 15,000 kWh shall have both.

7. Power Factor Clause

A customer must maintain a minimum average power factor of 85% for any given month. Should a customer fail to maintain an 85% power factor, no discount will be allowed for that month. If a customer agrees to take prompt corrective action to correct the problem, the discount will be allowed for a maximum of four (4) consecutive months including the month of the original occurrence to allow time for the customer to correct the problem. If the customer does not agree to take corrective action or if the four (4) months have elapsed from the time of the original occurrence, the discount will be allowed only when actually earned. Also, HG&E may, upon case by case review, allow a discount when 85% power factor is not maintained during a maximum six (6) month period of either ramp up or winding down of a customer’s operations.

8. Communications

For large accounts above 100 kW, HG&E may require customers, at their expense, to provide a phone line or a direct communications medium such as copper or fiber to access meters remotely.

D. Customers’ Equipment

No customer shall be allowed to connect or operate equipment, including electric generators, if such equipment results in lowering the quality of service supplied to nearby

Rules & Regulations (Continued)

customers or causes safety problems on HG&E lines. In cases of this type, HG&E may disapprove the use of the equipment or may designate the conditions or times when it may or may not be used. These instructions shall be followed strictly or the service may be discontinued.

The responsibility of HG&E normally ends at the point of attachment of the customer's dwelling. HG&E assumes no responsibility for damage caused by the customer's equipment.

Where conditions require transformers to be on private property, the customer shall, if requested, provide and maintain a suitable vault, pad, or structure. If the customer owns and maintains the transformers, an additional discount of 1% will be allowed.

The customer shall maintain and operate its electrical equipment and appliances so as not to endanger or interfere with the service of HG&E. The customer shall utilize the electrical power under these Rules and Regulations such that the current in any ungrounded conductor shall not at any time vary more than 5% from the current in each of the other ungrounded conductors when measured at the place of delivery per IEEE 519. Voltage harmonic levels shall not exceed 5% on a regular basis with only rare conditions when this value is exceeded.

E. Motors

All motors over ½ horsepower (H.P.) operating on single-phase services must be connected for 240 volts. Motors of 3 H.P. and above shall be three-phase except in a network voltage area where 5 H.P. single-phase motors may be allowed. Exceptions to these conditions require HG&E approval prior to installation or use. HG&E reserves the right to require reduced voltage or reduced load starting to be installed on customer equipment when it deems necessary.

Before purchasing special equipment or before making substantial changes in load, the customer should consult with HG&E representatives. The capacity of existing service and the voltage and phase of available service should be determined prior to the purchase of new equipment. HG&E will provide information on available service when requested.

Chapter 25 of the Revised Ordinances of the City of Holyoke and NEC, as amended by the MEC, further regulates electrical wiring.

The customer shall obtain approval from HG&E prior to connecting any motor larger than indicated below:

- a. 3 H.P. for single phase, secondary service up to 600 volts.
- b. 15 H.P. for three phase, secondary service up to 600 volts.
- c. 75 H.P. for three phase, primary service of either 4800 or 13800 volts.

F. Contract Lighting

Contract lighting is available under a filed rate for a period of not less than one (1) year under a filed rate schedule. As an accommodation to customers who may require this service for a period of less than one (1) year, the following installation charges will apply:

For each pole required:

Wood	450.00 less total monthly pole rental charges to date
Non-Wood	original installed cost less total monthly pole rental charges to date
Termination fee	60.00

Rules & Regulations (Continued)

In the event of repeated vandalism, HG&E reserves the right to either remove any light fixture from service or, with permission from the customer, replace any damaged fixture(s) at actual cost.

G. Surge Protection

Surge protection is available under a filed rate for a period of not less than one (1) year under a filed rate schedule. A \$35 removal fee will be enforced to those customers who may require this service for a period of less than one (1) year.

In the event of repeated vandalism and/or tampering, HG&E reserves the right to remove any surge protection device from service.

H. Adequate Wiring

Wiring installed on the customer's premise must conform to all applicable requirements of HG&E and the NEC as amended by the MEC. Wiring shall be inspected and approved by the Holyoke Wiring Inspector or applicable inspector when outside Holyoke, acceptable to HG&E, prior to connection of new service.

I. Connection Charges - New Services

1. Residential

a. If a major extension of main primary voltage lines is required then:

- i. Connection charge of \$1,000 per lot for single residential units.
- ii. Connection charge of \$300 per residential unit for multiple residential units.

b. For service on existing primary and secondary lines then:

- i. No connection charge for single residential service.
- ii. No connection charge for multiple residential units up to and including two (2) per lot.
- iii. Connection charge of \$300 per residential unit for all residential units when there are three (3) or more per lot.

2. Commercial & Industrial

A connection charge of \$15 per kVA based on the size of the main service breaker(s) shall apply to any new electrical service to a new building.

3. Implementation

Payment for the above will be based on approved plans submitted to the appropriate local authorities and must be made to HG&E before construction service is installed by HG&E.

4. Waiver

Connection charges may be waived in lieu of taking Special Programs in effect from time to time.

J. Alternate Electric Energy Sources

1. Non-Parallel Generation (Standby or Emergency)

When a customer installs emergency generation, an adequately sized double-throw disconnecting device must be provided by the customer to open all ungrounded conductors from the normal supply before connection is made to the emergency supply, in accordance with the requirements of the NEC, as amended by the MEC.

2. Parallel Generation

Rules & Regulations (Continued)

Subject to certain requirements, HG&E will permit parallel operation of generating equipment with the system. In general, automatic synchronizing must be provided by the customer together with the automatic prevention of any feed into HG&E de-energized system. The customer must contact HG&E early in the planning process and receive written approval. Standby Facility charges may apply.

3. Uninterruptible Power Supply

HG&E will not own, install, or operate any UPS equipment. A customer installation must provide automatic prevention of any feed into HG&E system. The customer must contact HG&E early in the planning process and receive written permission.

III. Gas Services

A. Classifications of Service

Where a question arises as to which classification applies, HG&E will decide on the basis of its regulations. There are three (3) types of gas service classified by HG&E:

1. Firm Gas Service

Under this service, HG&E undertakes to supply, when available, the full requirement of the customer to the limit of the capacity of the installed service.

2. Interruptible Service

The amount of gas available at any time for customers under this classification is the portion of the total amount of natural gas, if any, available under HG&E's existing contract demand quantity, in excess of the amount of natural gas required to meet the demand of HG&E's firm gas customers. HG&E may curtail gas being supplied hereunder whenever the available supply of gas is insufficient to supply all of HG&E's requirements. HG&E will endeavor to give customers advance notice whenever a curtailment is required and the customer shall curtail the use of gas at the time and to the extent requested by HG&E. HG&E shall not be liable for any loss of production or for any damages whatsoever by reason of any such curtailment or because of the lack of advance notice.

Service under this schedule is not available for firm, standby, or supplementary purposes or space heating service, or to any type of business or for any use where, in the opinion of HG&E, it is not feasible or safe to interrupt the deliveries of gas because of the customer's apparatus or equipment.

Such interruption will normally occur during the five (5) month winter period from November 1st thru March 31st of each year. However, the right of HG&E to interrupt service under this schedule shall not be limited to said period.

In the event that a customer fails to discontinue use of gas under this schedule after notification by HG&E or uses gas during the five (5) month winter period between November 1st and March 31st without specific authorization by HG&E, then all gas consumed shall be paid for by the customer at the rate prescribed in the formal Rate Schedule.

3. Firm Transportation Service

Rules & Regulations (Continued)

- a. This service is applicable to all gas purchased by a customer from a third party producer or marketer. The gas must be delivered to HG&E's distribution system via an interstate pipeline. Once HG&E has received the gas, HG&E will transport the gas to the customer's premises on a firm basis. This service is only available to those customers that execute a 12-month contract for the service provided herein.
- b. Optional standby sales service is also offered under this rate. Customers opting not to purchase standby service shall have no right or claim to gas provided by HG&E.
- c. Daily and monthly balancing service is a part of this tariff and is mandatory to all customers on this tariff.
- d. As a provision for the balancing services, HG&E requires all transportation customers to have real time metering. The customer shall be responsible for and make direct arrangements for transmitting information to the Mueller Road Control Center via telephone lines or direct communication mediums such as copper or fiber. The customer shall be responsible for the cost of the equipment necessary to transmit the real time metering information along with the cost of the communication service. The telemetering equipment shall conform to the specifications of HG&E.
- e. This service provides for the firm transportation of third party gas delivered to HG&E on behalf of a customer. Under this service, HG&E will deliver such gas as received by the third party to the customer's burner tip. This transportation service is firm only to the extent that the third party gas is delivered to HG&E. This service is applicable only to customers which transport in excess of 40,000 ccf/year

B. Installations

1. General

Before laying gas lines on any premises, the customer, or a tenant, may be required to obtain and file with HG&E, permission from the owner including an easement, if necessary, to lay the gas line and perform the installation.

Due to the unusual expense of excavating for gas line installation in frozen ground, rock, or other reason causing more than ordinary difficulty, HG&E will make a special agreement with the owners as to the price of the gas line installation.

HG&E shall apply for any necessary street permits and shall not be required to supply service until a reasonable time after such permits are granted. All other necessary permits or the customer shall obtain rights at their expense.

2. Extension of Mains

HG&E may extend an existing gas main to serve a new customer if HG&E finds that the expense of such extension is warranted. Whenever the estimated income from a customer does not warrant the necessary expense of making service available to an applicant, HG&E will require a minimum monthly payment over a stipulated period of time, cash payment, or both, in order for HG&E to be assured of repayment for the investment necessary to supply such service.

3. Temporary Service

Rules & Regulations (Continued)

HG&E does not provide for temporary gas service. (In this connection, interruptible service is not to be construed as temporary service.)

4. New Gas Lines

HG&E will install the first one hundred (100) feet of gas lines up to an outside riser or the first fitting inside the building, at no charge to the customer, if the indicated revenue for space heating or water heating is sufficient, in HG&E's opinion, for repayment of the investment necessary to supply such service. Otherwise, the customer shall pay to HG&E the expenses of installing the service from the property line to the building at the rate listed in Section 4 on the Application for New Gas Service.

HG&E reserves the right to determine the point of gas line entrances and the location of its equipment on the customer's premises. The customer is required to provide, maintain, and protect without cost to HG&E, suitable space for HG&E's equipment, which is required to be readily accessible to HG&E employees, safe from injury or damage, protected from the elements, and from access by any unauthorized person.

5. Building Piping (New)

The customer shall provide, at their own expense, all gas piping inside the building. All piping upstream of the gas meter will be done in accordance with 49 CFR 190 - 199 & CMR 220 by a qualified installer approved by HG&E and working under the HG&E's direction. HG&E, at its option, may install the piping upstream of the meter and bill the property owner for such work according to paragraphs 1 and 3 of this Section. All piping downstream of the meter shall be done in accordance with the "Massachusetts Fuel Gas and Plumbing Code" (248CMR 1.00 - 7.00) by a "Qualified Installer" as defined in 248CMR 2.04 (2)(a) and 248CMR 4.00 of the Massachusetts code.

HG&E shall either install the buried service line and leave provisions for a meter, meter bar, regulator bracket, or bank header, or, at its discretion, require customer piping be installed and inspected by the local authority prior to service installation. In such case, the building piping shall be extended by the customer to a point designated by HG&E and the customer shall be responsible for the final connection(s) from the meter outlet(s) to the customer pipe(s). HG&E or its authorized agent shall install all buried service lines.

HG&E may refuse gas service to any customer when, in the opinion of HG&E, the building piping does not meet the minimum standards prescribed by 49 CFR 190 - 199, CMR 220 and the "Massachusetts Code For Installation of Gas Appliances and Gas Piping." These regulations shall apply to any customer regardless of whether said customer is the owner of the building or a tenant. HG&E may also discontinue gas service at any premises if the owner of said premises allows the internal piping and/or the appliances served to fall into a state of disrepair so that the continuance of gas service is not longer considered by HG&E to be safe.

6. Repair or Replacement of Gas Service Lines and Interior Piping

Any existing buried gas line or portion thereof found by HG&E to be no longer serviceable shall be replaced up to, at furthest, the connection to an outside meter or to the first interior fitting in the case of inside meters, at the expense of the Department. The replacement or repair of lines downstream from an outside meter-less riser, buried inter-wall or floor bend, or first

Rules & Regulations (Continued)

interior fitting shall be performed at the expense of the property owner. Where practical, HG&E will repair inside leaks downstream of the meter at the expense of the property owner. Upon repair, HG&E shall determine if further work is required and provide cost estimates to the property owner for completing such work. If, in the opinion of HG&E, the interior piping upstream of a meter or bank of meters is no longer serviceable, HG&E shall provide an estimate to relocate the meters outside of the building or to an interior location that is as close as practical to the service entrance. Whenever possible, the property owner will be given ample time to accept the estimate and have piping installed to the new meters or to make arrangements for other fuel sources. If, in the opinion of HG&E, the existing interior building piping either upstream or downstream of the meter or bank of meters cannot be safely repaired or an immediate hazard exists, the gas will be shut off and the owner will be notified.

An existing gas line found to be too small for the any proposed additional load will be replaced in the same manner as described under (4) Services New Gas Line Installation.

7. Resale of Gas

All gas furnished by HG&E shall be used on the premises to which it is delivered. The customer shall not sell, assign, or otherwise directly or indirectly dispose of it to others, except through its inclusion in a fixed rent.

C. Metering

Gas meters shall be furnished and installed by HG&E at locations designated by HG&E. HG&E shall determine the type and size of the meter. Meters shall be so located as to permit ease of reading, maintenance, and accessibility. Keys shall be required from the property owner where meters are located in a secure location. If keys are not submitted to HG&E within a reasonable timeframe, HG&E reserve the right to enter the secure location and bill the property owner as required.

The customer must permit regular access to meters for the purpose of reading at reasonable hours of the day. The owner of any building that undergoes a substantial rehabilitation or heating system replacement shall re-pipe all appliances or living unit feed pipes to a new meter or bank of meters located as close as practical to the service entrance.

All meters and other materials and appliances installed in the customer's premises at the expense of HG&E are to be and remain the property of HG&E and may be removed by HG&E whenever service is discontinued for any reasons.

Gas meters are required to be replaced every seven (7) years as required by Mass General Laws. HG&E will make every effort to accommodate customers' availability when attempting to replace a gas meter.

D. Customers' Gas Appliances

No customer shall be allowed to connect or operate appliances if, in the judgment of HG&E, the use of such appliance or equipment will result in a lowering of the quality of service to a nearby customer.

No new or replacement appliance shall be connected which, in the opinion of HG&E or its agents, is not properly equipped with approved safety devices in good working order, as prescribed by a nationally recognized testing agency, such as the American Gas Association or Laboratories and Underwriters' Laboratories, Inc., or if the equipment

Rules & Regulations (Continued)

does not comply with the “Massachusetts Code for Installation of Gas Appliances and Gas Piping”.

Existing equipment that, in the opinion of HG&E or its agents, is not properly equipped with approved safety devices in good working order, as prescribed by a nationally recognized testing agency, such as the American Gas Association or Underwriters’ Laboratories, Inc., or if the equipment does not comply with the “Massachusetts Code for Installation of Gas Appliances and Gas Piping” shall be turned off by HG&E in order to prevent their operation until such time they can be operated safely.

E. Gas Appliance Repair Policy

HG&E services and repairs the following appliances for a fee at the customer's premises:

Boilers (Gas)	Hot Water Heaters (Gas/Electric)
Furnaces (Gas/Electric)	Ranges (Gas/Electric)
Clothes Dryers (Gas/Electric)	Room Space Heaters (Gas)
Gas Fired Incinerators (Gas)	Unit Heaters (Gas)

HG&E also services commercial and industrial gas-fired equipment except gas-fired pilots for oil burning furnaces. HG&E charges for the labor, parts, and materials used in the repair of customer equipment and appliances according to the approved service fee schedule.

F. Sale of Appliances

HG&E does not sell gas appliances but does cooperate with local appliance dealers on customer information in the sale and use of gas appliances.

G. Gas Leaks

Any gas leaks or suspected gas leaks should be immediately reported to HG&E. Upon receiving a complaint of a gas leak, service representative will be dispatched to investigate.

HG&E’s 24-hour emergency number is 536-9335.

IV. Steam Services

A. General

Steam service is supplied from HG&E’s system of mains and is located in the downtown section of Holyoke. Information as to the availability of service at any particular location will be furnished upon request.

HG&E’s Schedules for Steam Service indicates that HG&E will determine the location, specify the type, manner of installation, connection of the service line, service equipment, and metering equipment and will furnish this information to the customer or his/her representative upon request. It is also provided that HG&E will furnish information relating to the installation of meters and service equipment.

These regulations are intended to cover only general requirements applicable throughout the territory of HG&E. It is essential that specific information relative to each individual installation be obtained from HG&E. Steam equipment must adhere to this set of specific requirements to ensure its safe and reliable operation.

HG&E steam emergency telephone number for repairs, service, and complaints is 536-9370 or 536-9335.

Rules & Regulations (Continued)

Definitions

1. The term "customer" includes both a present consumer of and an applicant for HG&E's steam service.
2. The terms "service" or "steam service" means the supply of steam provided by HG&E.
3. The term "service line" means the pipes and equipment for delivering steam from HG&E's distribution system to the piping system of the Customer's building or premises.
4. The term "point of service termination" means the point at which HG&E terminates its service line and the Customer begins his piping.
5. The term "meter" means the steam metering device used by HG&E to measure the service supplied to the Customer, including any equipment furnished by HG&E as part of such metering device.
6. The term "authorities" includes the Massachusetts DPU, the municipal authorities and any other agencies legally authorized to regulate or inspect the Customer's installation or equipment.

B. Characteristics of Service

Service is continuous and supplied at an average gauge pressure in excess of 150 pounds.

HG&E, upon request, shall furnish information concerning range of pressure that the customer may normally expect at the point of service termination.

HG&E provides superheated steam. The temperature of the steam on the system varies from 385 F to 550 F depending on the location of the service.

C. Services

1. General

Application for service may be made by an owner or occupant to whose building or premises HG&E's steam service is available, or can reasonably be made available. Following such application, a Customer Service Representative will initiate the preparation of complete engineering details of the installation of the service line and service connections, and will thereafter submit for the Customer's signature an appropriate form of Agreement for Service. Acceptance of the Agreement for Service will be subject to the customer's compliance with all applicable rules, regulations, terms and conditions of HG&E's Schedule for Steam Service.

2. Service Lines

Within a reasonable time after acceptance by HG&E of the Agreement of Service, HG&E will install a service line to a point in or at the building, determined by HG&E, to be convenient and practicable. Where a basement wall or vault wall is located at such point, HG&E will extend its service line through a sleeve provided and installed by the customer in such wall to a point immediately inside the wall. The point to which HG&E so extends its service line shall constitute the point of service termination. This point is typically ten (10) pipe diameters down stream of the meter.

Rules & Regulations (Continued)

Sleeves, furnished by the customer, shall be installed in accordance with HG&E requirements to protect the service line from mechanical injury or corrosion, such as where the service line passes through the building wall, through an areaway or through any unexcavated area under a structure up to the inside service stop valve. At the end of the sleeves, the space between the service line and the sleeve shall be sealed by the customer in accordance with HG&E requirements. The wall shall be sealed by the customer around wall sleeves to prevent water from entering the building at the sleeve.

Customer installed service piping shall pitch in a manner compatible with the pitch established by HG&E's service line.

Steam service will be supplied to the customer's premises through a single service line, except where for reasons of economy, conditions on HG&E's distribution system, improvement of service conditions, or volume of the customer's requirements, HG&E elects to install more than one service line.

HG&E reserves the right to determine the location of any service line, and to avoid misunderstanding, the customer, before starting work, shall consult HG&E as to the exact location of the point of service termination.

a. Approved Steam Service Equipment

All steam service equipment furnished by the customer shall be approved by the authorities having jurisdiction over the same and by HG&E.

Any vent from high-pressure steam piping or high-pressure condensate piping from HG&E traps shall terminate outside the building in a safe manner.

b. Pressure Drop

HG&E recommends that the customer design his piping so that the pressure drop from the point of service termination to the meter does not exceed two (2) psi for the Customer's maximum demand at an assumed pressure of 125 psig.

When required by the customer for the adequate sizing of his utilization equipment, HG&E will furnish specific information pertaining to the pressure drop of its meters.

HG&E requires the customer to install equipment that will operate satisfactorily at the minimum pressure, as well as at the maximum pressure, which may be encountered. Particular attention should be given to the choice of devices where performance is sensitive to supply pressure such as ejectors for steam turbine condensers. The customer should inform HG&E when devices installed require pressure in the range of 100 psi or above.

3. Service Equipment

HG&E will furnish and maintain, when required in accordance with HG&E's specifications, service traps, sediment strainers, steam separators, and steam pressure regulators on the service side of the meter.

4. Company Property

The service line, meters, and service equipment furnished by HG&E, as specified herein, shall remain the property of HG&E and will be maintained by HG&E.

Rules & Regulations (Continued)

The customer shall be responsible for the safekeeping of HG&E's property on his premises. No person, except a duly authorized employee of HG&E, shall be permitted to break or replace a HG&E seal or lock, or to alter or interfere with the operation of a meter or its connections, a steam meter regulating valve, steam pressure regulator, or any other item of service equipment furnished by HG&E.

D. Customers' Piping and Equipment

1. Design

For all new installations, renovations, or modifications, all high pressure steam piping shall be designed by a registered architect or a licensed Professional Engineer. The responsible engineer or architect must file plans and obtain approval from the City of Holyoke Codes Dept. prior to a service turn-on by HG&E (high pressure steam is defined as fifteen (15) psi and above).

Prior to construction, the engineer or architect shall provide drawings to HG&E for approval of the high pressure steam system, including pressure reducing valves stations, methods of condensate disposal, supports, guides, and anchors.

Pressure reducing valves and steam piping shall be installed in accordance with A.S.M.E. B31.1 Power Piping Code (latest revision).

2. Customer Property

The customer shall provide suitable space, acceptable to HG&E, for the proper installation, inspection, protection, and maintenance of HG&E's meters and service equipment, which space shall be as near the point of service termination as practicable. The customer shall furnish, install, and maintain all facilities required for his utilization of service including service stop valves, meter stop valves, primary and secondary service pressure reducing valves, meter supports, and all piping between the point of service termination and the customer's utilization equipment. Where such facilities are associated with the delivery and measurement of service, they shall be installed and maintained in a manner specified by HG&E. Where electrical supply is required for the operation of HG&E's meters or meter regulating valves, the customer shall furnish and install all wiring and equipment necessary to provide such supply (except meters, relays and meter regulating valves), but HG&E will make the final connection of such wiring to its electrical service.

All pipe connections shall be installed subject to HG&E's final approval before steam is turned on and the customer shall adapt his equipment and otherwise provide for the proper utilization of HG&E's service. The customer shall furnish, install and maintain suitable equipment for cooling of condensate.

Where a valve is provided in the service line by HG&E between the curb line and property line, it is the duty of the customer to keep the valve box cover clear and accessible at all times to facilitate operation of the valve in an emergency.

All supply valves within the building ahead of the meter shall be operated only by HG&E. Only in case of extreme emergency may such valves be closed by the customer. On such emergency closing, HG&E shall be

Rules & Regulations (Continued)

notified immediately. Only HG&E shall reopen a valve closed in an emergency.

E. Adequacy and Safety of Installation

HG&E shall not be required to supply steam service until the customer's installation shall have been approved by the authorities having jurisdiction over the same; and HG&E further reserves the right to withhold its service, or discontinue its service, whenever such installation or part thereof is deemed by HG&E to be unsafe, inadequate, or unsuitable for receiving HG&E's service, or to interfere with or impair the continuity or quality of HG&E's service to the customer or to others.

1. Pressure Reducing Valve Station

Pressure reducing valve (PRV) station shall be designed and installed by the customer in compliance with ASME Power Piping Code B31.1 (latest edition). A relief device or trip stop valve shall be provided on the low pressure side of the system to avoid over-pressurization.

Hand operated bypass valves having a capacity equal to less than the pressure reducing valve may be installed around PRV's if the downstream piping is protected by a relief or safety device.

2. Liability – Customers' Equipment

Neither by inspection or non-rejection, nor in any other way, does HG&E give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, mains, pipes, appliances or devices owned, installed, or maintained by the customer or leased by the customer from third parties.

3. Repairs

Except as otherwise provided herein, all repairs to piping and equipment shall be made by the customer and shall maintain the piping and equipment in the condition required by the authorities having jurisdiction and by HG&E. The customer shall give immediate notice to HG&E of any leakage or escape of steam.

F. Metering

HG&E will determine the type, size, make, and number of meters best suited to the service requirements. HG&E will furnish, install, and maintain such meters, including meter-regulating valves, when required.

HG&E's meters and service equipment and the customer's stop valve shall be located:

- a. in the cellar or basement except by special permission from HG&E
- b. as near as practicable to the point of entrance of the steam service line
- c. in a space adequately ventilated, dry, free from corrosive vapors, and where the ambient temperature does not exceed 100°F (38°C)
- d. in an accessible position in accordance with the requirements of HG&E and the authorities having jurisdiction; a clear space, as designated by HG&E, shall be provided around this equipment

HG&E's meters and service equipment and the customer's stop valve shall not be located:

- a. where they could become a hindrance, obstruction, and/or exposed to mechanical damage

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- b. under water pipes or other pipes which may be subject to sweating unless such pipes are provided with suitable means for preventing condensation from dripping on this equipment
- c. in any recess or enclosure unless its design and location have been approved by HG&E

The customer shall provide a clear approach, free of any hazards, to allow the passage of the meters and associated equipment to its final location at the time of its initial installation and at any time in the future when removal or replacement of any of the above is required. Where large meters and equipment are required, the customer shall provide elevators, lifts, or ramps of adequate strength, or hatchways of adequate size, for passage of the meters and the equipment.

Supports for HG&E and the customer's equipment and meter piping shall be securely fastened in a manner acceptable to HG&E. It is recommended that bolts and expansion shields and anchors be used on brick, stone and concrete walls and ceilings. HG&E will not accept nails, wood plugs or dowels as a means of fastening such supports.

G. Changes in Customers' Requirements

1. Load Changes

The customer shall give HG&E reasonable advance notice of intention to increase or decrease its load. Changes and alterations to provide proper metering in such cases shall be governed by the requirements applying to new installations.

Any upgrade or replacement of PRV station shall be in compliance with ASME Power Piping Code B31.1 (latest edition) on District Heating and Steam Distribution systems.

2. Change in Location of Existing Service Facilities

Any change requested by the customer in the point of service termination or location of the service pipe, provided such change is approved by HG&E, will be made at the expense of the owner or occupant of the premises, who shall pay in advance HG&E's estimated cost of such change.

Changes in the location of HG&E's meters or service equipment shall be governed by the requirements applying to new installations.

3. Removal of HG&E's Equipment

When necessary for building alterations and upon suitable advance notification to HG&E, HG&E will shut off service and remove its meters and service equipment to protect them from damage and to expedite such alterations. Meters and service equipment shall be reinstalled under conditions governing new installations.

4. Demolition

No building demolition shall be started until HG&E's meters and service equipment have been removed and the steam service has been cut off outside of the structure to be demolished.