



**HOLYOKE GAS & ELECTRIC**  
**RULES AND REGULATIONS**

<b>Table of Contents</b>	<b>Page Number</b>
Overview	3
Section One: Customer Service	3
Application for Service	3
Start, Stop, or Move Service	4
Authorized Personnel	6
Deposits	6
Bankruptcy	8
Fees	8
Meter Reading	8
Billing	9
Limitations of Liability	11
Incentive & Discount Programs	12
Section Two: Gas	14
Classifications of Gas Service	14
Installations	15
Gas Metering	17
Customer Gas Equipment	18
Appliance Repair Policy	18
Sale of Appliances	18
Gas Leaks	18
Section Three: Electric	19
Classifications of Electric Service	19
Voltage	22
Electric Metering	23
Customer Electric Equipment & Wiring	25
Motors	26
Contract Lighting	26
Surge Protection	27
Connection Charges – New Service	27
Alternate Electric Energy Sources	27
Power Outages & Concerns	28

## Overview

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 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.

## Section One: Customer Service

### Application for Service

Application for service must be made either in person at the Main Office of HG&E, 99 Suffolk Street, Holyoke, MA, or electronically at [www.hged.com](http://www.hged.com). Service will be initiated, in most cases, within 48 hours after receipt of all information required.

Applicants for service must present the following:

1. Complete application for service.
2. Payment for any previous account balances. Please note you may be responsible for unpaid liens.
3. Two (2) forms of valid identification, with one being a photo.
  - a. State Identification Card
  - b. Social Security Card
  - c. Driver’s License
  - d. Passport
  - e. Birth Certificate
4. A deposit may be required after a review of all available credit information.
5. Evidence of authority:
  - a. Residential Rental Property: applicants must provide a lease or rental agreement.
  - b. Homeowners: purchase and sale agreement.
  - c. Commercial Property: depending on how the account is set up, applicants must provide any one of the following,
    - 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.

If a person, other than the customer of record, begins to use service without first notifying HG&E in person, and allowing HG&E personnel 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 paid the past due balance and completed all required paperwork.

The customer, having entire control of equipment beyond the meter, is responsible for any leakage, waste, or theft of gas or electric 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 details on 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 the customer, 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.

### **Start, Stop, or Move Service**

#### 1. Start Service:

- a. Activate an existing electric or natural gas service: If your new location previously received electric or natural gas service from HG&E, already has a meter and qualifies for restoration of service, visit our Main Office during normal business hours, or electronically at [www.hged.com](http://www.hged.com). New customers will need to supply two valid forms of identification, including a government issued form of photo identification (see Application for Service). You also will be required to sign an application form. A deposit may be required based on available credit information.
- b. Install a new service: See Gas Section (Page 17) or Electric Section (Page 22).

#### 2. Stop Service:

- a. Terminating service is as easy as giving HG&E Customer Service a call at (413) 536-9300, option 2, visiting the Main Office, or electronically at [www.hged.com](http://www.hged.com). We do require 24 hour notice to terminate service. Please note that only the customer of record can terminate service. We will verify your personal information prior to terminating any account. Customers are responsible for all energy consumed until we have been notified to terminate service and we have been provided access to the meters.
- b. HG&E reserves the right to refuse or discontinue service under the following conditions, and in accordance with and subject to applicable statutes, and duly adopted regulations of the Department of Public Utilities of the Commonwealth of Massachusetts, as in effect from time to time:
  - i. 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,

- ii. 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,
    - iii. 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,
    - iv. 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,
    - v. if a successor to a customer subject to a contract for the extension of service refuses to pay the amount required thereunder,
    - vi. if HG&E determines that an unsafe operating condition exists or develops, or
    - vii. if a gas moratorium exists and the service would not qualify for restoration of service.
  - c. HG&E, upon reasonable notice, may discontinue service for the following reasons:
    - i. for any purpose of making non-emergency permanent or temporary repairs, changes, or improvements in any part of its system,
    - ii. for compliance in good faith with any government order or directive,
    - iii. any of the following acts or omissions on the part of the customer:
      - 1. Non-payment of a valid bill for service furnished at a present or previous location,
      - 2. Customer moves from the premise, unless customer requests that service be continued,
      - 3. Service is provided to others (sub-metering),
      - 4. Failure to provide payment as provided for in these terms and conditions,
      - 5. The customer’s installation poses a potential hazard to life or property, or
      - 6. Customer refuses reasonable access to HG&E’s employees
  - d. HG&E may discontinue service immediately for the following reasons:
    - i. for any purpose of making emergency permanent or temporary repairs in any part of its system,
    - ii. Tampering with any facility of HG&E,
    - iii. Connecting and operating equipment in a manner so as to produce disturbing effects on the service of HG&E or other customers, or
    - iv. The customer’s installation poses an immediate hazard to life or property
- 3. Move Service: If you will be moving from one location to a new location within HG&E’s service territory, please visit the Main Office or electronically at [www.hged.com](http://www.hged.com). Customers will need to supply two valid forms of identification, including a government issued form of photo identification (see Application for Service). An additional deposit may be required based on customer credit history.

**Authorized Personnel**

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, but not limited to, residential, commercial, and industrial.

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.

**Deposits**

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

Deposits for **Starting** Service

**Residential** Customer Deposit:

- A deposit may be required for residential customers who are non-homeowners. Deposits may also be required from homeowners if credit history is poor.
- New-service applicants who pose no credit risk, Green Light returned on the ONLINE Utility Exchange, will be charged no deposit.
- New-service applicants who pose minimal risk, Yellow Light returned on the ONLINE Utility Exchange, will be charged a deposit of \$125.00.
- New-service applicants who pose substantial credit risk, Red Light returned on the ONLINE Utility Exchange, will be charged a deposit of \$300.00
- If service has been shut off due to non-payment, should a new customer come in to sign up for service and has been living at the said address per previous lease agreement or has had bad credit history on a previous account, the deposit will be equivalent to the total of the average of the three (3) highest estimated billings for a twelve (12) month period.
- A service applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of 18, or belonging to a person other than the applicant, or is fraudulent, shall be required to provide a valid social security number as well as additional proof of identity (i.e. valid driver’s license, Social Security Card, etc.) before service will be activated.
- HG&E cannot demand that an applicant provide their social security number as a requirement for service. However, it is our policy that applicants who refuse to provide their social security number pose a greater credit risk and shall be charged the maximum deposit.
- Existing customers who move and did not have a deposit on file and have a bad payment history will be charged \$300.00.

These deposits must be paid prior to receiving service. All deposits must be paid in cash, or by a money order, before new service will be authorized. Deposits may not be paid with a credit card unless the customer has been billed for the deposit amount.

**Commercial Customer Deposit:**

- Payment of deposit required to begin service.
- The deposit amount is equal to the total of the three highest estimated billings for a twelve month period or estimated billing at the same or a comparable commercial service address for the previous 12 months.
- The deposit will be held on account until the account is terminated, and will be refunded to the customer of record.
- Consideration on deposits will be given if the customer opts for one of the following alternatives: 1) The application for the commercial account is signed by the individual whose name appears on the deed for the property; 2) the customer enrolls in auto payment arrangement, however, any default on an auto payment 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 Customer Service Supervisor are deemed sufficient to cover the new account, and the customer gives HG&E an acceptable pledge of existing deposits, or surety bond for all accounts.

**Getting Your Deposit Waived**

Residential customers may be eligible to have their deposit waived with:

- Favorable result from ONLINE Utility Exchange report.
- City of Holyoke Gas & Electric (HG&E) Account History:

HG&E will waive your deposit if you have a City of Holyoke Gas & Electric account history and a record of satisfactory compliance.

Account must show:

- No disconnections for non-payment,
- No late payments,
- No outstanding balances, and
- 12 months of consecutive service

**Getting Your Deposit Refunded**

HG&E will refund your deposit to your account, including interest earned, when you discontinue service. HG&E deposit will be refunded in the month after compliance with the following:

- The total balance due has been paid, and

- Residential customers with **one year of good payment** history may request to have their deposit returned if a record of satisfactory compliance with **Customer Payment Standards**.

### **Bankruptcy**

It is the policy of HG&E within 21 days after the date of the order for relief, that a customer that has filed bankruptcy furnish adequate assurance of payment, in the form of a deposit in accordance with Section 366 of the Bankruptcy Code and Massachusetts General Laws c. 164, SS 58A. A sufficient deposit to secure the payment for gas or electricity in the amount of 3 months estimated payments will be required.

### **Fees**

A fee of \$30.00 per meter will be charged to all customer classes for the initiation of service. This charge will be placed on the first bill. In the event that HG&E has to make more than one trip to access a property for a turn on/off, a trip charge equal to the first 30 minutes of the applicable service rate will apply for each extra trip.

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 Auto Pay customers. Auto Pay customers will be removed from Auto Pay after a second offense.

### **Meter Reading**

1. **Estimated Billing:** A reading obtained from either a HG&E remote meter reading system or from a physical visit from an HG&E representative is considered an actual read. HG&E shall obtain a physical meter reading from an HG&E representative at least once every three (3) years. 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.
2. **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, including using the services of a locksmith 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.
3. There are situations that require HG&E to enter a premise in order to obtain a meter reading, initiate or terminate gas or electric service, or perform other maintenance on HG&E equipment at the premises. If a tenant terminates service and the landlord refuses access to HG&E, the account will be placed in the name of the landlord until the landlord provides access to HG&E.

4. Accuracy of Meter: 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 and cost estimates provided to the customer, assess a minimum fee of \$25 or the actual costs of services rendered per each 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/rebilling shall be made.

This fee applies to all electric meters and only to gas meters up to a capacity of 1000 cubic feet per hour. Meters larger than 1000 cubic feet per hour will be assessed a fee equal to the crew time required to exchange the meter and relight all affected equipment.

5. Pulse Output: A customer may request pulse outputs from a gas or electric meter by submitting a completed Application for Meter Pulse Output. HG&E is not responsible for any false or misinterpreted pulse readings by the customer. Also, since not all locations are capable of providing pulses, the cost to provide pulses, including any necessary instrumentation, labor and materials will be at the expense of the customer. HG&E reserves the right to terminate the pulse outputs at any time at their sole discretion.

For more information see Gas Metering (Page 17) or Electric Metering (Page 23).

6. Remote Metering Opt-Out Program: This service is available for any customer who requests an alternative meter that does not have wireless communication.

A one-time installation fee will be applied to the customer due to the services required to replace the existing metering. This will include: i) the removal of the existing meter, ii) procurement, testing, and installation of the alternative meter, iii) spare inventory, and iv) all back-office functions required. Any meter(s), electric or gas, that are located inside a dwelling (or otherwise inaccessible as determined by HG&E) shall be moved to a suitable outside location agreeable to HG&E at full cost to the customer.

The first meter to be replaced is \$29/month and \$4.50/month for each additional meter. There will be an additional charge to a customer bill to support the administrative, labor, and maintenance costs of manual meter reading. If a customer participates in HG&E’s Auto Pay, then the frequency of the meter reads can be reduced from twelve to four per year and the aforementioned rates would occur just four times per year but spread out over a full annual period.

**Billing**

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.

All bills are due when rendered and payable within 45 days at the Main Office, at any authorized collector, or online at [www.hged.com/payonline](http://www.hged.com/payonline). 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 as well as any special discounts given for any reason.

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

If and whenever the customer is in arrears of any bill due to 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. Meters may also be remotely shut off and turned on. HG&E is not liable for any damages that may be caused due to a service being restored. The customer agrees to take all necessary steps to assure that all appliances are clear and free of any objects that may cause damage to the property where service is being restored.

In the event that service has been shut off due to nonpayment, the following charges will apply:

1. 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. In the event that service is turned on after hours, the customer must make this payment the following business day. Failure to make this payment will result in the service being terminated.

\$35.00	If the service is restored, Monday through Friday, 8:30 AM to 4:30 PM.
\$135.00	If the service is restored by the Service Department after 4:30 PM during the week or anytime on Saturday or Sunday.

Additional charge(s) may apply:

\$25.00	If the service is not shut off, but we made a trip to customer.
---------	---

2. If an outside gas or electric crew terminates service, a fee of **\$175.00** will be required prior to restoration for the shut off during the hours of 7:00 AM and 3:00 PM on weekdays excluding holidays. A fee of \$300.00 will be required for restoration by a crew outside of these hours.

If a check is returned on a pending shut off notice, only cash or a money order will be accepted to restore service.

Residential customers having two (2) personal checks returned for insufficient funds in one (1) year must make payment with cash, bank check, or money order for one (1) full year. Customers on Auto Pay will be removed from Auto Pay after two (2) returned payments and must pay a deposit to continue service.

Commercial customers having two (2) business checks returned for insufficient funds in one (1) year must make payment with cash, bank check, or money order for one (1) full year. Customers on Auto Pay will be removed from Auto Pay after two (2) returned payments and must pay a deposit to continue service.

## 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 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 safety and protective devices to guard 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.

These Rules and Regulations are severable. Any holding by a Court of competent jurisdiction that a word, phrase, or portion of these Rules and Regulations are unenforceable shall not affect the enforcement of the remainder of these Rules and Regulations. These Rules and Regulations shall be enforceable to the fullest extent of the law.

## Incentive & Discount Programs

### Energy Conservation Program

1. 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, heat pumps, and/or central air conditioning as well as solar thermal or solar generation. In the event of a gas moratorium, the terms of the moratorium will supersede this section. Other energy conservation or efficiency measures may also be considered under this program provided an energy audit is performed prior to submitting an application or such energy audit is waived by HG&E upon review at the request of customer. 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. For assistance less than \$2,000, the maximum period for payback will be thirty-six (36) months. Solar generation projects are eligible for assistance at 0% up to \$10,000 with a length of the program at one hundred twenty (120) 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 twelve (12) months of application. Program benefits do not apply to new home or building construction. If a customer participates in the Energy Conservation Program, they are still eligible for other HG&E incentive programs such as First Time Home Buyer incentive and Energy Star rebates. Siding, roof replacements, and on-site electric generation (other than solar) are not covered under this program. Applicant's building must receive gas or electric service from HG&E. In the case of heating, water heating and cooling equipment installations, the building in question must purchase the required fuel from HG&E. In the case of solar installations the customer must purchase electric from HG&E. Additional program details are included on the application form.
2. 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, heat pumps, and/or central air conditioning as well as solar thermal or solar generation. In the event of a gas moratorium, the terms of the moratorium will supersede this section. 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 on average sixty (60) months, however will be customized in length to be reflective of payback periods anticipated for such program work. Solar generation projects are eligible for assistance at 0% up to \$10,000 with a length of the program at one hundred twenty (120) 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 twelve (12) months of application. If a customer participates in the Energy Conversation Program, they are still eligible for other HG&E incentive programs, including the Economic Development Discount. Siding, roof replacements, and on-site electric generation (other than solar) are not covered under this program. Applicant’s building must receive gas or electric service from HG&E. In the case of heating, water heating and cooling equipment installations, the building in question must purchase the required fuel from HG&E. In the case of solar installations the customer must purchase electric from HG&E. Additional program details are included on the application form.

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:

1. Copy of recorded Deed clearly showing the book #, page # & date recorded,
2. Written proposal signed by the contractor performing the work indicating the equipment being installed meets the energy efficiency terms of the program, and
3. 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.

#### Economic Development Discount Program

1. First Time Homebuyer (Residential): This program is available to residential customers 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. This program is governed by the “First Time Homebuyer Terms & Agreements”, which is amended from time to time.
2. Economic Development Discount (Commercial): This program is available to all commercial/industrial customer classes who are new to Holyoke (Southampton businesses 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. 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” which is amended from time to time.

## Section Two: Gas

### 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. It is the responsibility of the customer to provide HG&E with the current proper contacts for interruption notices.

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. HG&E reserves the right to terminate gas service for continued failure to comply with interruption notices.

3. Firm Transportation Service:
  - 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 more than 2,000,000 ccf/year.

**Installations**

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. For all other necessary permits, the customer shall obtain rights at their expense.

- 1. 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.
- 2. Temporary Service: HG&E does not provide for temporary gas service. (In this connection, interruptible service is not to be construed as temporary service.)
- 3. New Gas Line: 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.

4. **Building Piping (New):** For ease of access and less future disruption, meters for new services will be located outside. If HG&E cannot determine a suitable outdoor location, the customer shall provide a location within 5 feet of the foundation wall for the meter. 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 at the sole expense of the customer. This provision shall apply to buildings that previously had gas but the gas service was disconnected from the main due to inactivity.

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.

5. **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 HG&E. The replacement or repair of lines downstream of an outside meter-less riser, buried inter-wall or floor bend, or first interior fitting shall be performed at the expense of the property owner. Where practical, HG&E will repair inside leaks downstream of the first interior fitting 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 provided the work does not require a Gas Fitters license. If, in the opinion of HG&E, the interior piping after the first interior fitting and 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. Service lines that are not actively being used by a customer may not be renewed, be renewed or replaced solely at HG&E’s discretion.

- 6. 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.
- 7. Service Upgrade: Customers upgrading equipment on their gas service must inform HG&E of the proposed changes. An existing gas line found to be too small for the proposed additional load will be replaced and the customer will pay for the cost of the upgrade unless the indicated increased revenue is sufficient, in HG&E’s opinion, for repayment of the investment necessary to supply such upgrade.

A minimum charge of \$300 or the actual cost of the upgrade, including overhead, will be charged for service line upgrades required for the installation of a stand-by generator or pool heater. This charge will also apply to customers that request a service line be moved to accommodate other construction on the property.

- 8. In the event of a gas moratorium or other extenuating circumstance that would restrict HG&E’s ability to supply natural gas service, HG&E reserves the right to deny service to premises requesting new natural gas service or an increase in connected gas load actively consuming gas. Additionally, premises with equipment not actively consuming gas within the previous twelve month period will not have gas service restored or such inactive lines renewed and/or replaced. For connected equipment not currently active, HG&E reserves the right to discontinue service to that component. Locations found to violate the terms of the moratorium will be subject to gas service disconnect.

**Gas 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, inspection, and/or leak surveying 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 outside or as close as practical to the service entrance, at a location determined by HG&E.

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 stated in Mass General Laws, Chapter 164, Section 115A. HG&E will make every effort to accommodate customers’ availability when attempting to replace a gas meter.

**Customer Gas Equipment**

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 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.

**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, at its discretion, may also service and repair other customer equipment as qualifications allow. HG&E also services some 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.

**Sale of Appliances**

HG&E does not sell any appliances.

**Gas Leaks**

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

**HG&E’s 24-hour emergency number is (413) 536-9300.**

## Section Three: Electric

### Classifications of Electric Service

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. HG&E, at its discretion, may reimburse a customer for relocating any backyard, alleyway, or inaccessible service to the street. A Request for Service form must be submitted before any service can be reviewed by engineering. No service will be energized without receiving a properly completed Request for Service form. 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 or relocated facilities.** A written cost estimate, sufficient to justify all expenses to be charged to a customer, shall be provided to the customer upon request.

1. 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, transformers, etc. 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 the 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 \$200.00 shall be required for each temporary service required and must be paid prior to connection.

It is the customer's responsibility to notify HG&E when temporary service is to be discontinued, typically within one year. All electric service will be discontinued at that time.

2. 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. More than one (1) connection point is at the sole discretion of the local wiring inspector and final approval of HG&E. HG&E will determine the point(s) of attachment of its wires to any structure. The point(s) of attachment must be located such that the clearances specified in Article 230-24 of the latest version of National Electrical Safety Code (NEC), 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 and additional time to schedule. 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.

The maximum single-phase service from an overhead distribution system is 400 A, including the total rated capacity for multiple main switches, unless otherwise approved by HG&E.

3. Permanent – Underground: Underground service will be installed to only one (1) point of entry on any building unless otherwise approved by both the local wiring inspector and HG&E. HG&E will determine this point of entry and maintain all services to such point of entry, except as elsewhere stated, and assume 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 maximum single-phase service from an underground distribution system is 800 A, including the total rated capacity for multiple main switches, unless otherwise approved by HG&E.

Secondary Installation: The customer must provide a trench no less than 24" deep from the service entrance to a HG&E designated 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. Generally, a single 3" minimum electric grade, schedule 40 PVC conduit will be used to connect an underground service lateral and a separate 2" minimum electric grade, schedule 40 PVC conduit stubbed approximately 6" above grade at the service location. For connection to the overhead system, a 3" schedule 80 PVC conduit will be used with a twenty-four (24) inch radius sweep to the pole and continue to a point ten (10) feet up the pole. Exposed conduit and a minimum twenty-four (24) inch radius sweep at the meter shall be schedule 40 PVC with a slip joint except when the meter is located in a vehicle accessible area where schedule 80 PVC shall then be required.

Primary installation: The customer must provide a trench no less than 30” deep from a padmounted transformer or cabinet to a HG&E designated electric pole or underground junction point. If it is necessary, HG&E will dig the trench and bill the customer as required.

A total of two (2) four 4” minimum electrical grade schedule 40 PVC conduit is required. Where installation is accessible to vehicle traffic, HG&E will make the determination on whether to use steel, schedule 80 PVC, or DB120 conduit or stronger encased in concrete for conduit installations. When service is from a pole, the customer must provide conduit for primary conductors from a point ten (10) feet up the pole to the transformer. Exposed conduit and a minimum twenty-four (24) inch radius sweep at the pole shall be schedule 80 PVC.

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 for services 400 A or less. 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 to the transformer. In no case shall conductors have less than a thirty-six (36) 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 and may be required to do so in the public way depending on project requirements.
- 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 entrance. The customer’s service begins at the transformer secondary terminals and these services are the property of the customer and are not maintained by HG&E.
- e. The customer will supply excavation for manholes/handholes, 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.

Underground distribution will be installed in all 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. The developer and/or property owner shall also pay for the installed cost of the infrastructure which shall include an adequate amount of street lighting as determined by HG&E. 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.

4. **Emergency:** Emergency backup service will be provided only under unusual circumstances; such as where it is necessary for public health or safety or in the case of longer than normal power outages. 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 Clause. HG&E will not guarantee to dedicate this emergency service to the customer and it may not always be possible to provide such service.
5. **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.
6. **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.

## **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 13.8 kV or 34.5 kV as available and at the discretion of HG&E.

In accordance with the latest versions of the National Electric Code (NEC) and Massachusetts Electrical Code (MEC), 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 separate buildings.

### **Electric 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). Meter sockets shall be placed outside when a service is changed or upgraded unless otherwise approved by HG&E. HG&E reserves the right to temporarily shut off service to any customer whose meter socket is in poor condition and/or is a safety hazard to our personnel until it is repaired or replaced. The customer shall also be responsible for providing an instrument transformer enclosure of the approved type when required. Mounting of instrument transformers are 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 to compensate for losses and transformer ownership. If a customer requests HG&E to own and maintain transformers under a primary metering application, then HG&E will allow a 1% discount on consumption to compensate for losses. If transformers are owned by the customer under a secondary metering application, HG&E allows a 1% discount in addition to the 10% prompt payment discount on the monthly bill. The primary metering and transformer discounts do not apply to the Large General Service rate schedule, as this rate is provided at primary not secondary voltage. 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 three-phase 480Y/277 volt services and those services fed off the 216Y/125 volt network shall be installed as “cold sequence” (main disconnect is ahead of the meter) and all other self-contained single-phase or three-phase 208Y/120 volt 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 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. Diversion & Meter Tampering: When HG&E discontinues the supply of electricity, it may seal such service and meter switch by padlocking, replace the plug-type fuses with blank or “dummy” fuses, or remotely disconnect service 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 will be held responsible to HG&E for any use of electricity that occurs beyond the point of the meter installation. A customer may also be subject to criminal and civil penalties pursuant to the Massachusetts General Laws, Chapter 164 and applicable DPU regulations for tampering with this equipment.
5. 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 for at least three (3) consecutive months shall have both.

6. **Power Factor Clause:** A customer must maintain a minimum average power factor of 85% for any given month unless otherwise stated within a customer's rate schedule (i.e., Large General Service is 95% level). Power factor shall be reviewed from both a lagging and leading perspective from unity. Should a customer fail to maintain the applicable power factor, no eligible prompt payment discount or other special discounts 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. A customer will not be granted another grace period until twenty-four (24) months have passed since the end of the previous grace period unless the customer is a new account holder for that electric service. Customers with kVARh metering who are making a significant change in their load are expected to assess, in advance, the needed correction. HG&E may allow "reasonable time" during testing or commissioning period to avoid problems that can arise during this time. Also, HG&E may, upon case by case review, allow a discount when the applicable power factor is not maintained during a maximum six (6) month period of either ramp up or winding down of a customer's operations.
  
7. **Communications:** For large accounts above 100 kW, HG&E may require customers, at their expense, to provide a direct communications medium such as copper or fiber to access meters remotely.

### **Customer Electric Equipment & 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 local wiring inspector, acceptable to HG&E, prior to connection of new service.

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 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. HG&E shall permit electrical contractors, licensed by the State of Massachusetts, to cut and reconnect 120/240 volt, three-wire single-phase overhead residential services of 400 amps or less at the weatherhead to expedite work requested by customers. Failure to follow the procedures provided herein may result in additional corrective work and expense for the electrical contractors including any corrective work performed by HG&E. Electrical contractors shall be responsible for obtaining the appropriate permits from the local wiring inspector. Customers and/or contractors shall refer to the HG&E Information and Requirements for Electric Service for further detailed information.

**Homeowners are not authorized to cut and reconnect electric services.** An electrical contractor must hold an A license issued by the Commonwealth of Massachusetts or work in the capacity of an Electrical Apprentice under

the direct supervision of a licensed electrician of an A license. Under this condition, physical work may be performed; however, the permit must be obtained by the licensee who is responsible for the work at the location.

The electrical contractor, its employees, and those under its control shall perform all work as independent contractors and shall not be deemed to be employees or agents of HG&E for any purpose. HG&E shall not be liable for direct, indirect, or consequential damages of any kind whether resulting from injuries to persons or property or otherwise arising out of an electrical contractor’s work.

Where conditions require transformers to be on private property, the customer shall, if requested, provide and maintain a suitable vault, pad, or structure.

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.

**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 13.8 kV or 34.5 kV.

**Contract Lighting**

Contract lighting is available for a period of not less than one (1) year under a filed rate schedule. In the event of vandalism, HG&E reserves the right to remove any light fixture from service or, upon request from the

customer, replace any damaged fixture(s) beyond the standard rate provided within the filed rate schedule by purchasing a vandal-proof lens or other remediation at actual cost.

### **Surge Protection**

Surge protection is available for a period of not less than one (1) year under a filed rate schedule. In the event of vandalism and/or tampering, HG&E reserves the right to remove any surge protection device from service.

### **Connection Charges – New Service**

1. Connection charges will be based on actual costs subject to HG&E requirements stated within the Classification of Electric Service section herein. Estimates will be provided to the customer in advance and at least 50% of the estimate shall be paid up front with the balance paid upon completion.
2. 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.
3. Waiver: Connection charges may be waived in lieu of taking Special Programs in effect from time to time.

### **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: 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. (See Distributed Generation Interconnection Policy & Application and Distributed Generation Purchase Power Clause for specific rates, terms, and conditions.)
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.
4. Distributed Energy Resources: Any customer installing a distributed energy resource (i.e. solar, hydro, storage battery, etc.) must fill out an Application for Interconnection. The application must be completed in full and project reviewed and approved by HG&E prior to the start of work. Specific requirements may vary and should be acknowledged and understood prior to the start of work. (See

Distributed Generation Interconnection Policy & Application and Distributed Generation Purchase Power Clause for specific rates, terms, and conditions.)

### **Power Outages & Concerns**

All power outages or suspected electric concerns should be immediately reported to HG&E. Upon receiving concerns, an HG&E representative will be dispatched to investigate. HG&E outage map and any applicable emergency notifications can be found on our website.

**HG&E's 24-hour emergency number is (413) 536-9300.**