

TERMS AND CONDITIONS FOR ELECTRIC SERVICE

THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE TO AND MADE PART OF ALL RATE SCHEDULES. ANY SUCH TERMS AND CONDITIONS AS ARE INCONSISTENT WITH ANY SPECIFIC PROVISIONS OR ANY RATE SCHEDULE SHALL NOT APPLY THERETO.

1. The supply of electric service is contingent upon the Department's ability to secure and retain the necessary location for its poles, wires, conduit, cable and other apparatus. The character of service, to be made available at each location, will be determined by the Department and information relative thereto will be furnished by the Department on request. In general, the standard voltage supplied will be One Hundred Twenty – Two Hundred Forty (120/240) volts, single phase. Contact the Department to determine the availability of other voltages and characteristics.
2. Such wiring and other electrical equipment and apparatus as may be necessary in order to utilize the service shall be provided, installed, maintained, and used by the Customer in accordance with the requirements, if any, of the National Electric Code, and of all public authorities having jurisdiction of the same and the requirements of the Department. In general, the Department will not provide service until the Customer's wiring has been inspected and approved for energization by the Authority having Jurisdiction. The Department's *Information and Requirements for Electric Service* will be furnished upon request.
3. In general, all customers shall be served from one service location and one meter. Apartment buildings shall be served through one service, one building service meter, and individual meter(s) for each occupancy. In the case of more than one building in an apartment complex, each building service meter shall be considered an individual and separate account and will be billed separately.
4. All bills shall be due and payable upon presentation and shall be rendered monthly; however, the Department reserves the right to read meters and render bills on a bi-monthly basis. All bills of non-residential accounts, not paid within 45 days from the date of billing, shall bear interest at 1.5% per month on the unpaid balance from the date thereof until the date of payment.
5. The Department may discontinue its supply and remove its property from the premises in case the Customer fails to pay any bill due the Department for such service, after due notice thereof to the Customer, or fails to maintain his service equipment in a safe manner, or to perform any of his obligations to the Department. After such discontinuance, a reconnection fee will be charged to the Customer by the Department for restoration of service.

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6. For the purpose of determining the amount of electricity delivered, meters shall be installed by the Department at locations to be designated by the Department. The Department, may at any time, change any of its meters.
7. The Customer shall furnish without charge, suitable locations and enclosures upon his premises for such lines, transformers, meters, and other apparatus and equipment as the Department may install for the purpose of supplying service. The Department shall have the right of access, at reasonable times, to the premises of the Customer for the purpose of installing, reading, inspecting, testing, and keeping in repair the apparatus and equipment of the Department, or for discontinuing service or for removing any or all of its apparatus and equipment or for the purpose of obtaining the necessary information for the proper application of the rate or rates under which service is supplied.
8. The Customer shall not injure, interfere, destroy or tamper with the meter or other property of the Department nor suffer or permit any person to do so. The Customer shall use all reasonable precautions to protect the property of the Department located on the premises of the Customer from damage and interference and shall be responsible for all damages to, or loss of, such property of the Department. The Customer shall so maintain and operate its electric equipment and apparatus as not to endanger or interfere with the service of the Department. Electric meters are the property of the Department. No one but authorized Department personnel shall cut and open the Department seal on a meter, remove and install a meter, install jumper pieces or other bypassing devices, remove or install sleeves, change the meter registration, or tamper in any way with the electric meter. Meters damaged accidentally or otherwise will be replaced at the expense of the property owner where the meter is located. When a meter is found to be tampered with, service to that meter will be disconnected. To have service restored, the responsible party must first pay a \$45.00 reconnection fee, payable in cash at the Department Office. All violations will be reported to the Police Department for legal prosecution. To restore service after it has been disconnected, application must be made in person at the Department's Office. In addition to the fee for tampering, a deposit will be required, which will be equivalent to three month's normal consumption on the premises in question. Service will be reconnected 24 hours after payment of the preceding fee and deposit, if the matter has been resolved to the satisfaction of the Department.
9. Whenever the integrity of the supply of electric service may be threatened by the conditions on the Department's system or on a part or parts of the transmission and/or distribution system with which the Department is interconnected, the Department, in its sole judgment, may curtail or interrupt electrical service to the Customer and such curtailment or interruption shall not constitute willful default by the Department. The Department shall not be responsible for any failure to supply electric service nor interruption or abnormal voltage of the supply, or any damage resulting from the restoration of service, if such failure, interruption, abnormal voltage, or damage is without willful default on its part.

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10. The Department shall not be liable for damage to the person or property of the Customer or any other person resulting from the use of electricity or the presence of the Department's apparatus and equipment on the Customer's premises.
11. Whenever the estimated expenditures for providing service, including but not limited to lines, apparatus and equipment, to properly supply electric service to the Customer shall exceed the projected annual revenue to be derived from said new service then, and in that event, the South Hadley Electric Light Department shall require the Customer to pay for said expenditures by either of the following methods, at the discretion of the Department:
 1. Lump sum payment at completion of installation work reimbursing the Department for said expenditures,
 2. Expenditures paid by Customer over a one-year period in twelve (12) equal monthly installments,
 3. Other methods at discretion of the Department

Said payments shall be in addition to any payments for electricity at applicable rates.

12. The Department shall not be required to furnish electricity as a stand-by or to supplement electricity for a Customer's source of electricity supply other than hydro-generation.
13. No three-phase electric service shall be supplied by the Department unless electric load plans by a Registered Professional Engineer are submitted to the South Hadley Light Department and Wire Inspector and approved by said Electric Department.
14. In the case of three-phase service, where the building owner wishes the Department to supply a padmounted transformer with underground primary supply, the owner or contractor shall provide and install the foundation for the transformer and a concrete enclosed duct bank to the Department specifications with handholes if required for pulling and connections, all secondary voltage service cables and terminal fittings, meter troughs for self-contained meters, all as required by the Department, all permits and notices required by law for trenching; and will reimburse the Department for all costs in excess of its standard average installed costs for aerial service and pole-mounted transformers. The Department shall purchase and install (with Customer assistance if required) the padmounted transformer, underground primary cable and its termination, the meter(s) and instrument transformers, test switches and meter cabinets where required, primary voltage lightning arresters at riser pole, additional poles if required – all of which, except the first on private property, shall be reimbursed to the Department by the contractor.
15. Temporary service connections for new building construction purposes will be subject to a service charge covering the actual cost of installation and removal. Service supplied will

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be billed under the Temporary General Service – Schedule T-1. Utility-type construction and wiring will not be supplied by the Department for fairs, carnivals, and other private property work.

16. The South Hadley Electric Light Department shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control whether by accident, labor difficulties, conditions of fuel supply, the attitude of any public authority, reduction in voltage, rotating of its feeders, selected blackouts, or failure to receive any electricity for which in any manner it has contracted, or due to the operation in accordance with good utility practice of any emergency bad reduction program by the South Hadley Electric Light Department or one with whom it has contracted for the supply of electricity or inability for any good reason to maintain uninterrupted and continuous service; provided, however, that if the South Hadley Electric Light Department is unable for any of the causes enumerated above to supply electricity for a continued period of two (2) days or more, then upon request of the Customer, the demand charge, if any, shall be pro-rated for the number of days of such inability as it relates to the number of days in the billing month.
17. The South Hadley Electric Light Department reserves the right to withhold and/or remove electric service to loads, which adversely affect the supply to other customers. Loads that produce harmonic distortion, voltage fluctuations, noise or low power factor, are examples of loads that are potentially detrimental.
18. The Customer shall, at all times, take and use energy in such a manner that the load will be balanced between phases to within 10%. The Department reserves the right to require the Customer to make necessary changes at his expense to correct the unbalanced condition.
19. All such policies and regulations shall be consistent with the General Laws of the Commonwealth of Massachusetts, Chapter 164 in particular, and other applicable regulations and orders of the Massachusetts Department of Telecommunications and Energy.

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ATTACHMENT B

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Cancels

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