

WESTFIELD GAS AND ELECTRIC LIGHT DEPARTMENT

RULES AND REGULATIONS FOR GAS SERVICE

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1. General

The following Rules and Regulations are applicable to and made a part of all rate schedules. Any such Terms and Conditions as are inconsistent with any specific provisions of any rate schedule shall not apply thereto.

2. Territory to which Rules and Regulations Apply

The Rules and Regulations are applicable to all customers, or potential customers, requiring natural gas service within the franchise area of the Westfield Gas & Electric Light Department, hereinafter referred to as the "Department".

3. Characteristics of Service

- 3.1. The supply of gas service is contingent upon the Department's ability to secure and retain the necessary locations for its distribution pipes and other apparatus. The Department will review existing and new proposed customer loads as provided by the customer to determine service size and delivery pressure. The typical delivery pressure shall be 7-8 in. w.c. It is the responsibility of the customer to obtain approval from the Department prior to any change in character of service or load requirements.
- 3.2. Such piping 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 of the 248 CMR 4.0-Massachusetts Fuel Gas Code, and all the public authorities having jurisdiction of the same, and the requirements of the Department. The Department's requirements will be furnished during application and upon request.

4. Obtaining Service

- 4.1. Applications for gas service within the territory served by the Department will be received at the Customer Service office located at 100 Elm Street, first floor, through any duly authorized representative of the Department or through our on-line authorized application process. Prospective non-residential customers must make a written application through our written application or our on-line forms for service. Both residential and non-residential applications are available on-line and customers can complete the electronic applications using the authorized forms located on the company website. In addition, customers may contact an authorized representative to process their application. New residential service is required to pay an electric meter deposit of \$125 for electric and \$300 for a combined gas & electric service. Residential meter deposits may be waived at the Department's discretion if the customer provides the property deed with the new service application to match the new account name. Non residential customers are required to pay the greater of \$500 for service or the equivalent of three months anticipated revenue. Non residential deposit requirements will be established based on consumption history for the service location. The Department may review the deposit on file at any future date based on actual load. The customer will then be required to meet the new deposit value. Service

shall not commence until the Department has received said application except that for an interim period pending the receipt of a duly executed application, the Department may accept an oral application for rate service from customers taking service under residential rate schedules. In the event that an oral application is received by the Department from a person not currently a customer of record of the Department for service at a location where service is disconnected for non-payment, the Department may request an application be made in writing at the office of the Department as a precondition for service, unless otherwise ordered by the DPU. The Department reserves the right to refuse service, at any location, to an applicant who is indebted to the Department for any service previously furnished to such applicant.

- 4.2. The Department reserves the right to reject any application for service if the amount or nature of the service applied for, or the distance of the premises to be served from existing, suitable gas distribution facilities, or the difficulty of access thereto is such that the estimated income from the service applied for is insufficient to yield a reasonable return to the Department, unless such application is accompanied by a cash payment or an undertaking satisfactory to the Department guaranteeing a stipulated revenue for a definite period of time, or both.
- 4.3. The Department may refuse gas service to any customer when the building piping does not meet the minimum standards prescribed by the "Massachusetts Fuel Gas Code." This regulation shall apply to any customer regardless of whether said customer is the owner of the building or occupies it as a tenant. The department 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 no longer considered by the Gas Inspector or Department to be advisable. Approval will be needed by the Gas Inspector prior to allowing reconnection of gas service. Lastly, the Department may also discontinue gas service if access is not made available as noted in item 5.1 below.
- 4.4. Whenever the estimated expenditures necessary to supply Gas to a Customer or to resume service to a Customer after a discontinuance of service for over twelve (12) months, for reasons other than the needs of the Department, shall be of such an amount that the income to be derived from gas service at the applicable rates will, in the opinion of the Department, be insufficient to warrant such expenditures, the Department may, in addition to the payments for Gas under the applicable rates, require the Customer to pay the whole or a part of such expenditures, or make such other reasonable payments as the Department may deem necessary.
- 4.5. Any gas main expansion, system upgrades, or site work required to serve a new customer or an existing customer's increased gas supply needs will be fully funded at the Customer's expense.

5. Equipment on the Customer's Premises

- 5.1. The Customer shall furnish, without charge, suitable locations and enclosures upon his premises for such pipelines, meters and other apparatus and equipment

as the Department may install for the purpose of supplying service. All residential dwellings shall be serviced by a single service line. The Department shall have the right of access, at all 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 supplied.

- 5.2. For the purpose of determining the amount of gas delivered, meters shall be installed by the Department at locations to be designated by the Department. The Department may at any time and for any reason change any of its meters, including but not limited to Massachusetts Department of Public Utilities mandates. This requirement is necessary regardless of infrastructure allowing for automated meter reading capabilities.
- 5.3. The Customer shall not injure, interfere, destroy, or tamper with the meter or other property of the Department, nor suffer or permit any person so to do. 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 unless caused by circumstances beyond the Customer's control. The Customer shall so maintain and operate its gas equipment and apparatus as not to endanger or interfere with the service of the Department.
- 5.4. 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 gas or the presence of the Department's apparatus and equipment on the Customer's premises.

6. Meter Reading and Billing

- 6.1. 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 Commercial and Industrial accounts not paid within 28 days from the date of meter reading shall bear interest at 1.5% per month on the unpaid balance from the date thereof until the date of payment.
- 6.2. The Customer shall be responsible for payment for all gas consumed. When the Department becomes aware of an error as a result of: (1) a faulty meter (2) meter reading error (3) billing error, the Department shall notify the Customer immediately of the problem. Every effort will then be made on the part of the Department to rectify the problem. If the correct billing information is available, the customer will be invoiced accordingly or the customer's usage will be estimated by the Department on the basis of available data and the customer billed accordingly. Every attempt will be made to collect a monthly physical or remote read for billing. The Department shall have the right to collect for any underbilled amounts, unless due to the fault or negligence of the Department, pursuant to Massachusetts Department of Public Utilities regulations 220 C.M.R. § 25.00 et seq. Estimated usage due to a customer refusing to grant Department-

required access to the meter for more than three months shall also include a monthly fee of \$25 until access to the meter is granted.

- 6.3. Pursuant to the Massachusetts Department of Public Utilities regulations, all gas meters will be replaced for testing at least once every seven years. Customer may be subject to disconnection for refusal to allow access to the gas meter.

7. Service Limitations

- 7.1. The Department shall not be responsible for any failure to supply gas service nor for interruption of the supply or any damage resulting from the restoration of service, if such failure, interruption, or damage is without willful default on its part.
- 7.2. Force Majeure: The Department shall not be considered to be in default hereunder and shall be excused from furnishing natural gas hereunder if and to the extent that it shall be prevented from doing so by an event of Force Majeure. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. The Department shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

8. Applicable Laws

- 8.1. All such policies and regulations shall be consistent with the General Laws of the Commonwealth of Massachusetts, Chapter 164 in particular and any other applicable regulations and orders of the Massachusetts Department of Public Utilities.

9. Purchased Cost of Gas

- 9.1. The Customer shall be liable for all rates, charges and adjustments allowed for in the Schedule of Rates related to services provided to each Customer individually.