

## II. GENERAL TERMS AND CONDITIONS

### 1. General

The Company shall furnish service under its Tariff for Gas Supply and Delivery Service in the State of New Hampshire as approved from time to time by the New Hampshire Public Utilities Commission which shall govern all service except as specifically modified by written agreements. Copies of the currently effective Tariff for Gas Supply and Delivery Service in the State of New Hampshire are available at the office of the Company.

### 2. Definitions

When used herein the following terms shall have the meaning defined below:

**Btu:** One British thermal unit; i.e., the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at sixty degrees (60°) Fahrenheit.

**Commission:** New Hampshire Public Utilities Commission.

**Company:** Northern Utilities, Inc.

**Customer:** Any person, firm, partnership, corporation, cooperative marketing association, tenant, governmental unit, or a subdivision of a municipality, or the State of New Hampshire or other entity (a) who is currently purchasing as a Customer of record, or (b) whose application for service has been accepted, or (c) who is receiving the benefit of the use when no other party is, or has made application to be, a Customer.

**Delivery Service:** The distribution of Gas by the Company on any Gas Day from the Designated Receipt Point to the Customer's Delivery Point and related Customer services.

**Main Line:** The pipe(s) used by the Company for the distribution of gas other than the service line.

**Meter:** The device installed to measure the quantity of gas used.

**Sales Service:** Commodity service provided on a firm basis to a Customer who is not receiving Supplier Service, in accordance with the

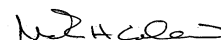
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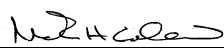
provisions set forth in this tariff. The provision of Sales Service shall be the responsibility of the Company and shall be provided to the Customer by the Company or its designated Supplier pursuant to law or regulation.

- Service:** The activity carried out by the Company to provide the use of vaporized combustible gas for the benefit of and requested by the Customer.
- Service Line:** All piping between the main tap and up to but not including the first valve or fitting of the meter or regulator setting.
- Supplier:** Any entity that has met the Company's requirements set forth in Part VII, Section 20 and that has been designated by a Customer to supply Gas to a Designated Receipt Point for the Customer's account; provided, however, that a Customer may act as its own Supplier in accordance with Part VII, Section 5.2 .
- Supplier Service:** The sale of Gas to a customer by a Supplier.
- Tariff:** The current schedules of rates, charges, terms and conditions filed by Northern Utilities and either approved by the Commission or effective by operation of law.
- Therm:** An amount of Gas having a thermal content of 100,000 Btus .

### 3. Service Classifications

- A. Residential Service (including Heating, Non-Heating and Low Income Heating) - a service supplied for residential purposes in a single family dwelling or building, or in an individual flat or apartment in a multiple family dwelling or building or portion thereof occupied as the home, residence, or dwelling place of one or more persons, including:
- i. A rooming house of less than six (6) rooms for rent.
  - ii. A structure used for commercial and residential purposes on the same premises where the commercial use in a ratio of square footage is less than fifty percent (50%) of the total square footage.

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- B. Commercial and Industrial Services - Services including the Sales and / or Delivery of natural gas supply provided to all commercial and industrial customers.
- i. Rate G-40 - A Customer receiving service under this schedule must have annual usage less than or equal to 8,000 therms and peak period usage greater than or equal to 67% of annual usage, as determined by the Company's records and procedures.
  - ii. Rate G-41 -A Customer receiving service under this schedule must have annual usage of greater than 8,000 therms but less than or equal to 80,000 therms and peak period usage greater than or equal to 67% of annual usage, as determined by the Company's records and procedures.
  - iii. Rate G-42 -A Customer receiving service under this schedule must have annual usage greater than 80,000 therms and peak period usage greater than or equal to 67% of annual usage, as determined by the Company's records and procedures.
  - iv. Rate G-50 -A Customer receiving service under this schedule must have annual usage less than or equal to 8,000 therms and peak period usage less than 67% of annual usage, as determined by the Company's records and procedures.
  - v. Rate G-51 - A Customer receiving service under this schedule must have annual usage of greater than 8,000 therms but less than or equal to 80,000 therms and peak period usage less than 67% of annual usage, as determined by the Company's records and procedures.
  - vi. Rate G-52 - A Customer receiving service under this schedule must have annual usage greater than 80,000 therms and peak period usage less than 67% of annual usage, as determined by the Company's records and procedures.
- C. Service to Other Utilities - a service supplied to other privately owned utility companies, governmental agencies or utilities (municipal, county, state or federal), rural cooperatives, etc., for distribution and resale.
- D. Any other service classifications or contracts that may be approved by the Commission from time to time.

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### 4. Application and Contract

Application for service may be made through the Company's website or by contacting the Company by phone. Whether or not a signed application for service is made by the Customer and accepted by the Company, the rendering of the service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the Tariff, as in effect from time to time, applicable to the service. Application for service to a multi-unit dwelling which is supplied through a single meter, must be made by the building owner who will be the customer of record.

The application or the depositing of any sum of money by the applicant shall not require the Company to render service until the expiration of such time as may be reasonably required by the Company to determine if the applicant has complied with the provisions of these Terms and Conditions and as may reasonably be required by the Company to install the required service facilities.

The Company shall not be required to serve any applicant if the distance of the premises to be served from an existing suitable distribution main, or the difficulty of access thereto, is such that the estimated income (revenue excluding gas costs) from the service applied for is insufficient to yield a reasonable return to the Company unless such application is accompanied by a cash payment or an undertaking satisfactory to the Company guaranteeing a stipulated revenue for a definite period of time or both.

Where service under the Rate Schedules is to be used for temporary purposes only, the Customer may be required to pay the cost of installation and removal of equipment required to render service in addition to payments for gas consumed. Said costs of installation and removal may be required to be paid in advance of any construction by the Company. If, in the Company's sole judgment, any such installation presents unusual difficulties as to metering the service supplied, the Company may estimate consumption for purposes of applying the Rate Schedule, and the Company will notify the Customer prior to turn-on of the estimated amount to be billed.

### 5. Assignment of Rate Schedule

Rates are available for various classes of Customers. The conditions under which they are applicable are set forth in the Rate Schedules in this Tariff.

Upon application for service or upon request, the applicant or Customer shall be assigned the applicable rate schedule according to its estimated requirements. The Company shall not be held responsible for inaccurate estimates of Customer's requirements and will not refund the difference in charge(s) under different rate schedules.











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omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause except willful default or neglect, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or any other person or concern not a party thereto, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

### 12. Meter Reading, Billing and Payment

The Company's filed rates for service are predicated on the sale and/or Delivery of natural gas, as far as practicable, for a thirty (30) day period. Bills for service will be rendered at regular intervals. The Company may, however, at its option, read some or all meters in alternate months, and render a bi-monthly or monthly bill. If a monthly bill is rendered in the intervening months it shall be based upon an estimated consumption of gas, which bill will be due and payable when rendered. When a meter reading is obtained and an actual quantity of gas is determined, that quantity previously billed the Customer on an estimated basis will be deducted from the total quantity used during the period and a bill rendered for the remaining quantity.

In the event a meter reading cannot be obtained at the regularly scheduled time, a reading will be estimated until access can be obtained. Bills rendered for service on an estimated basis shall have the same force and effect as those based upon actual meter readings.

Bills are due and payable upon presentation. A late payment charge shall be assessed at a rate of one percent per month or fraction thereof on balances unpaid within thirty days after the billing date. When bills are paid by remittance through the mail, the postmark on the envelope will be considered as the date of payment.

When a residential customer is unable to pay the total arrearage due, but such customer



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Customer to be served through one meter, the minimum bill and each billing block of the applicable Rate Schedule shall be multiplied by the number of the dwelling units so served and the number of cubic feet in each succeeding block of the Rate Schedule shall be increased in the same proportion.

### 14. Termination of Service

If a Customer wishes the gas service to be terminated, he shall give notice at the office of the Company at least four (4) days prior to the time that such termination shall become effective, subject to any existing agreement between Customer and Company. Customer will be held liable both for any gas that may pass through the meter and safe custody of the Company's property until expiration of such notice period, provided that the meter and/or other movable equipment shall not have been removed within that time by the Company.

### 15. Limitations of Supply

Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system and/or production capacity and/or alterations in its contractual requirements of supply from non-affiliated companies that may jeopardize service to existing Customers.

### 16. Gas Shortage Allocation Policy

#### A. Definitions

The following are definitions of terms used in this sub-section and applicable only to this sub-section:

**Residential:** Service to Customers which consists of direct natural gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating and other residential uses.


**Commercial:** Service to Customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agencies for uses other than those involving manufacturing or electric power generation.

**Industrial:** Service to Customers engaged primarily in a process which

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creates or changes raw or unfinished materials into another form or product including the generation of electric power.

**Firm Service:** Service from schedules or contracts under which seller is expressly obligated to deliver specific volumes within a given time period and which anticipates no interruptions but which may permit unexpected interruption in case the supply to higher priority Customers is threatened.

**Interruptible Service:** Service from schedules or contracts under which Seller is not expressly obligated to deliver specific volumes within a given time period, and which anticipates and permits interruption on short notice, or service under schedules or contracts which expressly or implied require installation of alternate fuel capability.

**Plant Protection Gas:** Is defined as minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be afforded through the use of alternate fuel. This includes the protection of such material in process as would otherwise be destroyed but shall not include deliveries required to maintain plant production. For the purpose of this definition propane and other gaseous fuels shall not be considered alternate fuels.

**Feedstock Gas:** Is defined as natural gas used as a raw material for its chemical properties in creating an end product.

**Process Gas:** Is defined as gas use for which alternate fuels are not technically feasible such as in applications requiring precise temperature controls and precise flame characteristics. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels.

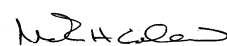
**Boiler Fuel:** Is considered to be natural gas used as a fuel for the generation of steam or electricity including the utilization of gas turbines for the generation of electricity.

**Alternate Fuel Capabilities:** Is defined as a situation where an alternate fuel could have been utilized whether or not the facilities for such use have actually been installed; provided however, where the use of natural gas is for plant protection, feedstock, or process

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uses and the only alternate fuel is propane or other gaseous fuel, then the consumer will be treated as if he had no alternate fuel capability.

### **B. Policy**

In the event that, due to gas supply restrictions, the Company is unable to deliver the total requirements of its firm rate Customers, the available volumes of gas will be allocated to the Company's firm rate Customers in accordance with the provisions of this policy. Curtailment of gas deliveries to the Company's firm rate Customers will not be made until all deliveries to the Company's interruptible rate Customers are discontinued.

As curtailment becomes necessary through each succeeding category, the Company will implement full or partial curtailment by Customer, or by groups of Customers, taking into consideration Customer load characteristics, the Company's distribution system design and Company's load characteristics in a manner which is believed to be in the best interest of Customers in general.

### **C. Priorities**

Firm rate Customers shall be serviced according to the following preference categories with the first and each succeeding category having preference over the succeeding categories:

- (0) Company use for fuel and loss and unaccounted for.
- (1) High priority uses for residential including apartment buildings and other multi-unit building, small commercial establishments using less than 50 Mcf on a peak day, schools, hospitals, police protection, fire protection, sanitation facilities and correctional facilities.
- (2) Essential agricultural uses, as defined by the Secretary of Agriculture, for full food and natural fiber production, process and feedstock use for fertilizer and agricultural chemicals, process and feedstock for animal feeds and food, food quality maintenance, food packaging, marketing and distribution for food related products and on farm uses.
- (3) Large commercial requirements (50 Mcf or more on a peak day), firm industrial requirements for plant protection, feedstock and process needs and firm industrial sales up to 300 Mcf per day.

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- (4) All industrial requirements not specified in (2), (3), (5) or (6).
- (5) Firm industrial requirements for boiler fuel use at less than 3,000 Mcf per day, but more than 1,500 Mcf per day, where alternate fuel capabilities can meet such requirements.
- (6) Firm industrial requirements for large volume (3,000 Mcf or more per day) boiler fuel use where alternate fuel capabilities can meet such requirements.

### D. Storage Injection

Within each category, storage injection required to meet the needs of higher priorities may be given preference over all other uses within that category.

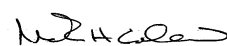
### E. Penalty

For all unauthorized volumes of gas taken by a Customer, the Customer shall pay the Company a penalty of \$2.50 per therm for each therm taken. Such penalty shall be added to the regular rates in effect. The Company shall have the right, without obligation, to waive any penalty for unauthorized use of gas if on the day when the penalty was incurred deliveries to other of the Company's Customers were not adversely affected. Continued unauthorized use, at the sole discretion of the Company, may result in termination of service.

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