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. <u>Definitions</u>

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. <u>Commercial and Industrial Services</u> - Services including the Sales and / or Delivery of natural gas supply provided to all commercial and industrial customers.
 - Rate G-40 A Customer receiving service under this schedule must have i. 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.
 - Rate G-50 -A Customer receiving service under this schedule must have iv. 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.
 - Rate G-51 A Customer receiving service under this schedule must have v. 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. <u>Application and Contract</u>

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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Upon notification of any material changes in the Customer's installation or load conditions, the Company will assist in determining if a reclassification to a different rate class is warranted, but not more than one (1) such change in rates will be made within any twelve (12) month period unless such subsequent change is ordered or approved by the NHPUC or required by an emergency condition beyond the control of the Customer.

Each year the Company will evaluate each customer's annual usage and percent peak period consumption based on the twelve months usage ended August. Customers who have experienced changes in their load characteristics will be reclassified to the proper customer class.

Upon application with the Commission for a general rate change, the Company shall send to its customers a clear and concise statement of the rate change applied for and indicate which schedules are applicable to such customers. Not less than once each year, the Company shall transmit to each of its customers a clear and concise statement of its existing rate schedules, to new customers as a statement upon application for service, and to existing customers as a bill enclosure.

6. <u>Credit and Deposits</u>

Until a Customer has established satisfactory credit relations or when unsatisfactory credit relations exist, the Company may require, in accordance with Chapter PUC 1203.03 of the New Hampshire Code of Administrative Rules, security in the form of a cash deposit or an irrevocable written guarantee from a responsible party. A deposit shall not be less than \$10.00 nor more than the estimated bill for a period of two (2) high-use months. The highest use month will not be used in determining the amount of deposit.

All deposits shall accrue simple annual interest at a rate equal to the prime rate, from the date of deposit to the date of termination. When a deposit has been held longer than 12 months, interest shall be paid to the customer or credited to the customer's current bill not less than annually. The entire deposit plus interest accrued shall be refunded when all bills have been paid without arrearages for 12 consecutive months for a residential customer and 24 months for a non-residential customer. Deposits shall cease to bear interest upon discontinuance of service and no interest shall apply on deposits held less than six months.

The Company may discontinue service for non-payment after a bill becomes sixty (60) days overdue, or for other good cause, in accordance with the applicable statutes and rules and regulations of the New Hampshire Public Utilities Commission in effect at the

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time. Where good cause exist, the Company shall give proper notice of disconnection to its customer pursuant to Rules PUC 1203.11 and PUC 1203.12; and for arrearages resulting from non-payment of bills for service rendered during the winter months of December through March, proper notice of disconnection shall be given pursuant to Rules PUC 1204.2 and PUC 1204.3. When the cause for such disconnection has been removed, the Company will reconnect service upon the Customer's request, in accordance with Rule PUC 1203.13 The Company may make a reasonable charge for reconnection before service is restored.

Subject to Rule 1203.15, the Company may reject any application for service made by, or for the benefit of, a former Customer who is indebted to the Company for gas service previously furnished him and may also refuse to transfer a residential account from one member of a household to another unless all amounts due for service previously rendered have been paid.

Whenever a Customer makes payment for gas service with a check or draft that is not accepted by the institution on which it is written, the Company shall make a charge to the Customer the greater of \$5.00 or the actual administrative cost of recovery.

7. Customer Installation

The Customer shall make or procure satisfactory conveyance to the Company of all necessary easements and rights-of-way, including right of convenient access to the Company's property for furnishing adequate, safe and continuous service or for the removal of the Company's property upon termination of service.

All Customer's piping and equipment beyond Company's meter and accessories thereto, necessary to utilize service furnished by the Company shall be installed and maintained by a plumber or gas pipefitter and be owned and maintained by the Customer at his expense. The Customer shall bring his piping to a point for connection to the Company's meter or meters at a location satisfactory to the Company.

Upon written request of the Customer, the Company will make repairs to, replacements of, or clear obstructions in lines of the Customer and shall charge the Customer for such labor and material as is necessary to place his lines in good operating condition.

The Company reserves the right to inspect and approve the Customer's installation of all pipe and equipment to utilize the Company's gas, but such inspection or failure to make inspection, or the fact that the Company may connect to such installation, shall not make the Company liable for any loss or damage which may be occasioned by the use of such installation or equipment used therefrom or of the Company's service. The Company will

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refuse to provide gas service to any installation it considers to be unsafe.

8. Service Connections

The Company reserves the right to designate the locations and specifications for all its piping, meters, fixtures, and fittings and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof.

Applicant may request an alteration of such designation but, if consented to by the Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by applicant.

The Company shall not be required to install Service(s) where the business to be secured will not be of reasonable duration.

The Company reserves the right to postpone to a more favorable season the extensions of mains and connection of services during seasons of the year when climatic conditions would cause abnormally high construction costs.

9. <u>Customer Use of Service</u>

The Company shall have the right to enter the premises of the Customer at all reasonable hours for the purpose of making such inspection of the Customer's installation as may be necessary for the proper application of the Company's Rate Schedules and Terms and Conditions; for installing, removing, testing or replacing its apparatus or property; for reading meters and for the entire removal of the Company's property in event of termination of service to the Customer for any reasons.

All property of the Company installed in or upon the Customer's premises used and useful in supplying service is placed there under the Customer's protection. All reasonable care shall be exercised to prevent loss of or damage to such property and, ordinary wear and tear excepted, the Customer will be held liable for any such loss of property or damage thereto and shall pay to the Company the cost of necessary repairs or replacements.

The Customer will be held responsible for breaking the seals, tampering or interfering with the Company's meter or meters or other equipment of the Company installed on the Customer's premises and no one except employees of the Company will be allowed to make any repairs or adjustments to any meter or other piece of apparatus belonging to the Company except in case of emergency.

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The Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of to others gas purchased from the Company or any part thereof without the consent of the Company. This rule does not apply to a public utility company purchasing gas in bulk expressly for the purpose of distributing it to others. Gas service must not be used in such a manner as to cause unusual fluctuations, or disturbances in the Company's supply system, and, in the case of violation of this rule, the Company may discontinue service, or require the Customer to modify his installation and/or equip it with approved controlling devises. The service supply pipe, regulators, meters and equipment supplied by the Company for each Customer have definite capacities. The Customer shall notify the Company of any substantial changes in service requirements or location of appliances.

10. Service Continuity

The Company will use reasonable diligence in furnishing an uncurtailed and uninterrupted supply of gas except where Rate Schedules provide otherwise. The Company may interrupt its service hereunder, however, for the purpose of making necessary alterations and repairs but only for such time as may be reasonable or unavoidable; and pursuant to Rule PUC 1203.7, the Company shall give to the Customer, except in case of emergency, reasonable notice of its intention to do so and shall endeavor to arrange such interruption so as to inconvenience the Customer as little as possible.

Whenever the Company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Company liable for damages suffered thereby or excuse the Customer from further fulfillment of the contract.

In the event that the supply of gas shall be interrupted from causes other than the foregoing or as provided under Limitations of Liability and such interruption is due to the negligence of Company, and Company is liable because thereof, that liability shall be limited to twice the amount which Customer would have paid for gas during the period of such interruption. However, Company shall not be liable to Customer for any loss, injury or damage resulting from use of Customer's equipment or from the use of gas furnished by Company or from the connection of Company's facility with Customer's house piping and appliances.

11. Limitations of Liability

Neither Company nor Customer shall be liable in damage to the other for any act,

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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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agrees to a payment arrangement, the Company shall continue to provide service to the customer in accordance with the guidelines set forth in Rule PUC 1203.07 of the New Hampshire PUC Regulations.

13. Meter Accuracy and Testing

The Company will provide each Customer with a meter or meters for each applicable Rate Schedule, as appropriate.

The Company may furnish and install such regulating and/or flow control equipment and devices as it deems to be in the best interests of the Customer served, or of the gas system as a whole.

Before installation and periodically thereafter, each meter shall be tested and shall be considered commercially accurate if it measures within two percent (2%) of accuracy. After each test each meter shall be sealed and this seal shall not be broken by any person not expressly authorized by the Company.

Meters in use shall be tested at the request of the Customer and in his presence, if desired, within fifteen (15) days from the time the request is made. If the meter has been tested within the preceding six months, the deposit of a fee of five dollars (\$5.00) will be required for the test. If the meter is found to be in error by more than two percent (2%), the deposit shall be promptly refunded. If the meter is not found to be in error by as much as two percent (2%), such deposit shall be retained by the Company.

If on test the meter is found to register in excess of two percent (2%) fast, billings will be adjusted to compensate for the excess for a period equal to one-half (1/2) of the time elapsed since the previous meter test, but not to exceed twelve (12) months. If on test the meter is found to register a negative average error in excess of two percent (2%), the Company shall charge the Customer for the unbilled gas supplied for the previous six (6) months or since the last test, whichever is the shorter period. No part of the minimum charge will be refunded.

In the event of stoppage or failure of any meter to register, the Customer will be billed for such period on an estimated consumption based upon his use of gas in a similar period of like use or on the basis of check meter readings, if available and accurate.

A separate bill will be rendered for each meter used by the Customer unless, for the convenience of the Company, multiple meters are used for measurement of the same class or service, in which case a bill will be rendered for the total amount registered by all meters. If the Company (as it may under unusual circumstances) permits more than one

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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

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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

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manufacturing or electric power generation.

Industrial: Service to Customers engaged primarily in a process which

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, firm 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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