

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

I. GENERAL

1. Provisions

The following terms and conditions shall be a part of each Rate Schedule of Unitil Energy Systems, Inc. (“Company”) now or hereafter in effect except as they may be expressly modified by contract or a particular Rate Schedule, or superseded by order or regulations of the New Hampshire Public Utilities Commission (“Commission”). If there is a conflict between the orders or regulations of the Commission and these Terms and Conditions, the orders or regulations of the Commission shall govern. The headings used in these Terms and Conditions are for convenience only and shall not be construed to be part of, or otherwise to affect, these Terms and Conditions.

2. Definitions

- A. “Commission” shall mean the New Hampshire Public Utilities Commission.
- B. “Company” shall mean Unitil Energy Systems, Inc.
- C. “Competitive Supplier” or “Supplier” shall mean any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.
- D. “Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.
- E. “Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.
- F. “Default Service” shall mean the service provided to a Customer in accordance with Schedule DS, Default Service, of this Tariff.
- G. “Distribution Company” shall mean an electric company organized under the laws of New Hampshire that provides Distribution Service in New Hampshire.
- H. “Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.
- I. “Electronic Enrollment” shall mean a request submitted electronically to the Company by a Supplier for the initiation of Generation Service to a Customer.
- J. “Force Majeure” shall mean any cause beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure. It shall include, without limitation, sabotage, strikes or other labor difficulties, soil conditions, riots or civil disturbance, acts of God, act of public enemy, drought, earthquake, flood, explosion, fire, lightning, landslide, sun storms or similarly cataclysmic occurrence, or appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof. Economic hardship of either Party shall not constitute a Force Majeure under this Tariff.
- K. “Generation Service” shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

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- L. “Payment Agent” shall mean any third-party authorized by a Customer to receive and pay the bills rendered by the Company for service under this Tariff.
- M. “Rate Schedule” shall mean the Rate Schedules included as part of this Tariff.
- N. “Tariff” shall mean this Delivery Service Tariff and all Rate Schedules, appendices and exhibits to such Tariff.
- O. “Terms and Conditions” shall mean these Terms and Conditions for Distribution Service.

II. DISTRIBUTION SERVICES

1. Rates and Tariffs

A. Schedule of Rates

The Company furnishes its various services under tariffs and/or contracts (“Schedule of Rates”) promulgated in accordance with the provisions of the applicable rules of the New Hampshire Public Utilities Commission and the laws of the State of New Hampshire. Such Schedule of Rates, which includes these Terms and Conditions for Distribution Service, is available for public inspection during normal business hours at the business offices of the Company, on Unitil.com, and at the offices of the Commission.

B. Amendments; Conflicts

The Schedule of Rates may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided by Commission rules and regulations. When effective, all such revisions, amendments, supplements, or replacements will appropriately supersede the existing Schedule of Rates. If there is a conflict between the express terms of any Rate Schedule or contract approved by the Commission and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

C. Modification by Company

No agent or employee of the Company is authorized to modify any provision or rate contained in the Schedule of Rates or to bind the Company to perform in any manner contrary thereto. Any modification to the Schedule of Rates or any promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

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D. Selection of Correct Rate

The Company shall provide notice regarding its applicable rate schedules annually to all Customers. Pursuant to NHPUC 1203.02(a), upon request of a Customer, the Company will provide information as to what might be the most advantageous tariffed rate or rates available to the Customer. Upon receipt of adequate information concerning rates, selection of the rate is the responsibility of the Customer. Each Customer is responsible for accurately describing their electrical needs and equipment and updating the Company as changes occur. The Company shall have no obligation to monitor a Customer's use to determine whether another rate would be more favorable to the Customer.

The Company shall have the right to inspect a Customer's use of electricity to determine whether the Customer is entitled to be billed under the schedule then being applied to the Customer.

Each Customer is entitled to change from one applicable Distribution Service rate schedule to another upon written application to the Company. Any Customer who has changed from one Distribution Service rate to another may not change again within one (1) year or any longer period as specified in the tariff under which the Customer is receiving distribution service. A change in rate that is requested by the Customer will not produce a retroactive billing adjustment.

2. Obtaining Service from the Company

A. Applying for Service

Applicants may apply for Distribution Service or any other service offered by the Company through any agent or any duly authorized representative of the Company.

B. Method of Application

(1) The Company may require a written application for service on the appropriate Company form at least ten (10) days in advance of the commencement of service. Whether or not a written application for service, signed by the Customer, is received by the Company prior to the taking of service, the use of the Company's service by the Customer shall be deemed a contract between the Customer and the Company subject to and in accordance with all applicable provisions of the Rate Schedule as in effect from time to time.

(2) The Company may accept an oral application by a prospective Customer for residential service. In the event that an oral application for service is received by the Company from an applicant not currently a Customer of Record, for a location where service is scheduled to be disconnected for non-payment or is currently disconnected for non-payment, the Company may request that application be made in writing as a precondition for service. The Company reserves the right to refuse service, at any location, to an applicant who is indebted to the Company for any service furnished to such applicant. However, the Company shall commence service if the applicant has agreed to a reasonable payment plan.

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- (3) The Company may accept oral application by a prospective Customer for non-residential service. When a written application for non-residential service is required, the Company may provide service temporarily for an interim period not to exceed ten (10) working days, pending the receipt of a duly executed written application for service.
- (4) All applicants must be of legal age or an emancipated minor to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided.
- (5) Landlords signing up for service to rental units are required to provide a contact telephone number and non-post office box contact mail address as a condition for service.

C. Description of Service Offered

Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be required, and any other pertinent information requested by the Company, the Company will provide information required pursuant to Section 1.D, Selection of Correct Rate, and will also advise the Customer of the type and character of the service it will furnish, of the applicable schedule under which service will be provided, of the point at which service will be delivered and, if requested, of the location of the Company's metering and related equipment.

D. Customer Obligations

The Customer shall have the following obligations with respect to electric distribution service rendered:

(1) **Liability for Service:**

Before receiving service, the Customer shall notify the Company in order that the Company may read the meter. Otherwise, the Customer will be held financially responsible for service supplied from the time of the last meter reading as shown by the Company's records. The Customer's financial responsibility for service rendered shall continue until notice is received by the Company in conformance with NHPUC 1203.10.

(2) **Use of Electricity on Premises:**

Service shall be used upon 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, or through an unmetered sharing of expense arrangement where two or more businesses jointly utilize the same premises and service is rendered through a single service connection and meter. The sale of electric vehicle charging services to a third party from an electric vehicle charging station will not be considered the resale of electricity.

(3) **Notice of Needed Increase in Capacity:**

The Customer shall give the Company reasonable advance notice, in writing, of any proposed increase in the amount of electricity required, stating the amount,

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character and expected duration of time the increased amount will be required. If such increase necessitates added or enlarged facilities for the sole use of the Customer, the Company may require the Customer to make a reasonable contribution to the cost of adding or enlarging its facilities whenever the Customer fails to give assurance, satisfactory to the Company, that the increased amount shall be of sufficient duration to render the supply thereof reasonable compensation to the Company.

(4) Fluctuating Loads:

Customers contemplating the installation or use of any equipment, such as resistance type welders, certain induction motor applications, or large UPS systems which have a rapidly fluctuating load cycle, must consult with the Company in each instance to ensure that service to other Customers will not be impaired thereby.

(5) Balance of Three Phase Service:

When a Customer's equipment is of such a type, or when the magnitude of a Customer's load is such that the Company desires or is required to furnish three phase electric service, upon notification by the Company to the Customer of such decision to furnish three phase service, the Customer shall, at the Customer's expense, install or convert his entrance equipment to make such service possible and the Customer shall balance the current on each phase in a manner satisfactory to the Company.

(6) Balance of Single Phase Loads:

The Customer will be responsible for balancing the current between the two (2) voltage carrying conductors in a manner satisfactory to the Company.

(7) Partial Power:

The Customer is responsible for protecting his equipment against loss of voltage to one or more of his service conductors.

(8) Parallel Operation:

The Customer shall at no time operate any other source of electricity supply in parallel with the service furnished by the Company except with the written consent of the Company.

(9) Safety Requirements:

The Customer's wiring and equipment shall at all times conform to the requirements of all constituted authorities having jurisdiction and to those of the Company, and the Customer shall keep the same in proper repair as a condition of continuing supply.

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(10) Selection of Supplier by a Customer:

Any Customer requesting or receiving Delivery Service under this Tariff is responsible for selecting or changing a Supplier. The Company shall process a change in or initiation of Generation Service within two business days of receiving a valid Electronic Enrollment from a Supplier. The Supplier must satisfy all the applicable requirements of this Tariff and the Commission’s rules prior to the commencement of Generation Service. The date of change in, or initiation of, Generation Service shall commence upon the next meter reading date for the customer provided the Company receives and successfully processes the Electronic Enrollment at least two business days prior to the regularly scheduled meter reading cycle date for the Customer.

(11) Termination of Generation Service

To terminate Generation Service from a particular Supplier, a Customer may either have the Supplier of record send to the Company a “Supplier Drops Customer” transaction, in accordance with the Terms and Conditions for Energy Service Providers section of this Tariff, or request Generation Service from an alternative Supplier. Generation Service from the Supplier of record shall terminate on the next meter read date provided the Company has received either a valid “Supplier Drops Customer” notice from the Supplier of record or a valid Electronic Enrollment from a new Supplier at least two business days prior to the regularly scheduled meter read date.

E. Term of Customer’s Obligation to Company

Each Customer shall be liable for service taken until such time as the Customer requests termination of Distribution Service and a final meter reading is recorded by the Company. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. In the event that the Customer of Record hinders the Company’s access to the meter or fails to give notice of termination of Distribution Service to the Company, the Customer of Record shall continue to be liable for service provided until the Company either disconnects the meter or a new party becomes a Customer of the Company at such service location. The Customer shall be liable for all costs incurred by the Company when the Customer prevents access to the Company’s equipment. If the customer is a tenant, they will need to contact their landlord to provide access. If the landlord refuses pursuant to NHPUC 1203.10(c) the landlord will be responsible for all charges from the date of notice given by the customer or the date that the meter is disconnected or a new tenant takes over service whichever is first.

3. Security Deposits

A. Non-Residential Accounts

To protect against loss, or before rendering or restoring service under Section 6, the Company will require a deposit from all non-residential Customers in accordance with NHPUC 1203.03. The maximum amount of any security deposit required shall not exceed two times the average monthly bill or \$10.00, whichever is greater. The

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Company may refuse to render service to all non-residential Customers for failure to make a deposit, in accordance with NHPUC 1203.03.

B. Residential Accounts

- (1) New Residential Service: Pursuant to the provisions of NHPUC 1203.03(a), the Company may require a security deposit on a new residential account when:
 - (a) When the Customer has an undisputed overdue balance, incurred within the last three (3) years, on a prior account with the utility or any similar type of utility.
 - (b) When any utility has successfully obtained a judgment against the Customer during the past two (2) years for non-payment of a delinquent account for utility service.
 - (c) When the utility has disconnected the Customer's service within the last three (3) years because the Customer interfered with, or diverted, the service of the utility situated on or about the Customer's premises.
 - (d) When the customer is unable to provide satisfactory evidence to the utility that he or she intends to remain at the location for which service is being requested for a period of 12 consecutive months, unless he or she provides satisfactory evidence that he or she has not been delinquent in his or her similar utility service accounts for a period of 12 months, in which case no deposit shall be required.
- (2) Existing Residential Service: Pursuant to the provisions of NHPUC 1203.03(e), the Company may require a deposit on an existing residential account when:
 - (a) The Customer has received four (4) disconnect notices for non-payment within a twelve (12) month period.
 - (b) The service has been disconnected for non-payment or a delinquent account.
 - (c) The Customer interfered with or diverted the service of the Company situated on or delivered on or about the Customer's premises.
 - (d) The Customer has filed for bankruptcy and included the Company as a creditor under the filing and the filing has been accepted. Any such deposit requirement shall be in accordance with 11 U.S.C. §366.
- (3) If the Company requires a security deposit, the Company shall inform the Customer, orally and in writing, of the option to provide a third party guarantee in lieu of a deposit pursuant to the provisions of NHPUC 1203.03.
- (4) The Company shall not require a residential deposit or furnish a guarantee as a condition of new or continued service based on the customer's income, home ownership, residential location, race, color, creed, sex, gender identity, sexual orientation, marital status, age with the exception of unemancipated minors,

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national origin, or disability and shall make such requirement only in accordance with NHPUC 1203.03.

- (5) The Company may refuse to render service to any residential Customers for failure to make a deposit, in accordance NHPUC 1203.03.

C. Termination of Service

The Company may terminate a Customer's Distribution Service if a security deposit, authorized by Sections 3.A and 3.B, above, is not made in accordance with the provisions outlined in NHPUC 1203.03 and 1204.00.

D. Refund of Deposit; Interest

Interest shall be paid on cash deposits from the date of deposit at the rate prescribed by the New Hampshire Public Utilities Commission. When a deposit has been held longer than twelve (12) months, interest shall be paid to the Customer or credited to the Customer's current bill not less than annually. Deposits plus accrued interest thereon, less any amount due the Company, will be refunded within sixty (60) days of termination of service or when satisfactory credit relations have been established over at least twelve (12) consecutive months for a residential Customer and twenty-four (24) consecutive months for a non-residential Customer.

4. Service Supplied

A. Customer Delivery Point and Metering Installation

- (1) Except as noted herein, the Company shall furnish and install, at locations it designates, one or more meters for the purpose of measuring the electricity delivered. The Company may at any time change any meter it installed. Except as specifically provided by a given rate, all rates in the Schedule of Rates are predicated on service to a Customer at a single Customer Delivery Point and metering installation. Where service is supplied to an account at more than one delivery point or metering installation, each single point of delivery or metering installation shall be considered to be a separate account for purposes of applying the Schedule of Rates, except (a) if a Customer is served through multiple Customer Delivery Points or metering installations for the Company's own convenience; or (b) if otherwise approved by the Commission, or (c) if the Customer applies to the Company and the use is found to comply with the availability clauses in the Schedule of Rates.

Any new or renovated domestic structure with more than one (1) dwelling unit will be metered separately and each meter will be billed as an individual Customer (NHRSA 155.D and Section 505.1 NH Energy Code). Where a business enterprise, occupation or institution occupies more than one unit or space, each unit or space will be metered separately and considered a distinct Customer, unless the Customer furnishes, owns, and maintains the necessary distribution circuits by which to connect the units.

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B. Conditions for Customer Payment

The Company reserves the right to reject any application for Distribution Service if the amount or nature of the service applied for, or the distance of the premises to be served from existing suitable transmission or 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 Company, unless such application is accompanied by a cash payment or a guarantee of a stipulated revenue for a definite period of time, or both, at the option of the Company, satisfactory to the Company in the exercise of reasonable judgment. The Company will provide a cost estimate for the requested service based on current policies for the line and service extension, as stated in Appendix B. A written cost estimate, sufficient to justify all expenses to be charged to the Customer, shall be provided to the Customer upon request.

C. Unusual Load Characteristics

The Company may, in the exercise of reasonable judgment, refuse to supply service to loads having unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel. In lieu of such refusal, the Company may require a Customer to install any necessary operating and safety equipment in accordance with requirements and specifications of the Company provided such installation does not conflict with applicable electrical code, and Federal, State or Municipal law.

D. Temporary Use

Where Distribution Service under the Schedule of Rates 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 temporary Distribution Service. Payment of such costs of installation and removal of equipment shall be required in advance of any construction by the Company. If any such installation presents unusual difficulties as to metering the service supplied, the Company may estimate consumption for purposes of applying the Schedule of Rates. Unless otherwise approved by the Company in writing, temporary Distribution Service shall be defined as installations intended for removal within a period not to exceed twelve (12) months.

E. Power Factor

Except as may otherwise be provided in a specific rate, a Customer taking service is expected to maintain a power factor of not less than 90%. After reasonable notice to the Customer to correct a poor power factor service characteristic, the Company will base the Customer's demand used for billing purposes on 90% of the Customer's maximum measured kVA demand. The Company shall have the right to install the required metering equipment as may be necessary from time to time to properly determine the power factor of the load served.

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5. Billing and Metering

A. Billing Period Defined

The basis of all charges is the billing period, defined as the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings. The standard billing period is thirty (30) days. Bills for Distribution Service will be rendered monthly.

B. Bills; Time of Payment

Unless otherwise specified, bills of the Company are payable upon receipt and may be paid online at Unitil.com, via the automated phone system, with a Customer Service Representative or with any authorized collector or agent. Bills shall be deemed paid when valid payment is received by the Company. Bills shall be deemed rendered and other notices duly given when delivered personally to the Customer or three (3) days following the date of mailing to the mailing address, or to the premises supplied, or the last known address of the Customer. The telephone number of the Company's Customer Service Center shall appear on each residential bill rendered by the Company. A statement that customers should call the NHPUC's Consumers Affairs Division for further assistance after first attempting to resolve any dispute with the Company or Competitive Supplier should also be included on each residential bill. Customer payment responsibilities with Competitive Suppliers shall be governed by the particular Customer/Competitive Supplier contract.

C. Past Due Bills

Unless otherwise stated in a Rate Schedule, each bill for Distribution Service shall be due by the date included on the bill, generally twenty-five (25) days from the bill date. Bills paid after the due date will be subject to interest charges in accordance with NHPUC 1203.08 and Section 5.E below.

D. Failure of Payment Agent to Remit Payment

A customer who has elected to use a Payment Agent shall be treated in the same manner as other Customers in the Company's application of the applicable statutes, rules and regulations of the Commission and the terms and conditions of this Tariff, notwithstanding any failure of the Payment Agent to remit payment to the Company. The Customer shall be solely responsible for all amounts due, including, but not limited to, any late payment charges.

E. Interest on Past Due Accounts

Unless otherwise stated in a Rate Schedule, bills for which valid payment has not been received within twenty-five (25) days from the bill date shall be considered past due and accrue interest on any unpaid balance, including any outstanding interest charges.

Such interest rate shall be determined in accordance with NHPUC 1203.08. Such interest charge shall be paid from the date thereof until the date of payment.

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F. Billing for Generation Service

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Default Service.

The Company shall offer two billing service options to Competitive Suppliers providing Generation Service to Customers: A) Standard Bill Service; and B) Consolidated Bill Service, as set forth in the Terms and Conditions for Competitive Suppliers, Section III.6.A. and III.6.B. The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI Working Group Report.

G. Generation Source

The Company shall reasonably accommodate a change from Default Service or Generation Service to a new Competitive Supplier in accordance with the rules as developed by the EDI working group.

H. Actual Meter Readings; Estimates

The Company shall make an actual meter reading at least every third billing period. If a meter is not scheduled to be read in a particular month, or if the Company is unable to read the meter when scheduled, or if the meter for any reason fails to register the correct amount of electricity supplied or the correct demand of any Customer for a period of time, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read or is not registering properly, based on available data, and such estimated bills shall be payable as rendered.

I. Optional Customer Meter Readings

Any Customer who would otherwise receive an estimated bill pursuant to Section 5.H, above, may elect to receive a bill based on a Customer meter reading by reading his/her meter on the date prescribed by the Company.

J. Constant Use Installation

The Company may calculate rather than meter the kilowatt demand and kilowatt-hours used by any installation for which the demand and hours-use are definitely known.

K. Determination of Customer's Demand

Where a rate requires determination of maximum demand, it shall be determined by measurement or estimated as provided by the rate or where applicable by the provisions of the following paragraphs of this section.

- (1) When measured, the demand shall be based upon the greatest rate of taking service during a fifteen (15) minute interval except that it may be based upon a shorter interval when of an instantaneous or widely fluctuating character.
- (2) When the nature of the load served is of an intermittent, instantaneous or widely fluctuating character such as to render demand meter readings of doubtful value as compared to the actual capacity requirements, the demand may be determined

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on the basis of a time interval less than that specified, or on the basis of the minimum transformer capacity necessary to render the service, or the minimum load limiting device rating necessary to permit continuous uninterrupted service. In all such instances, the Company will document the basis of demand determination.

L. Access to Meters

A properly identified and authorized representative of the Company shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing the Company's meters, meter reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with the applicable laws of the State of New Hampshire, rules and regulations of the Commission, and Company policy in effect from time to time, and the Customer or Landlord/Owner of the building shall not prevent or hinder the Company's access.

M. Diversion and Meter Tampering

If a Customer receives unmetered service as the result of any tampering with the meter or other Company equipment, the Company shall take appropriate corrective action including, but not limited to, making changes in the meter or other equipment and rebilling the Customer. The Customer may be held responsible to the Company for the receipt of Distribution Service not registered on the meter.

N. Returned Check Fee

The Company may assess a returned check fee pursuant to Section 10, below, to any Customer whose check made payable to the Company is dishonored by any bank when presented for payment by the Company. Receipt of a check or payment instrument that is subsequently dishonored shall not be considered valid payment.

O. Collection of Taxes

The Company shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to the delivery of electricity. The Customer shall be responsible for identifying and requesting any exemption from the collection of the tax by filing appropriate documentation with the Company.

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6. Discontinuance of Service

A. Grounds for Discontinuance

The Company may discontinue Distribution Service and/or remove its equipment from any Customer's premises if the Customer has provided the Company with materially incorrect information or fails to comply with the provisions of the Schedule of Rates or any supplementary or other agreement entered into with the Company, subject to any applicable billing and termination procedures of the Commission. The Company may also discontinue Distribution Service and remove its equipment from the Customer's premises in case of violation of any applicable state law, local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge pursuant to Section 10, below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

B. Discontinuance for Unsafe Installation

The Company reserves the right to disconnect its Distribution Service at any time without notice, or to refuse to connect its service, if to its knowledge or in its judgment the Customer's installation is unsafe or defective or will become unsafe imminently. Distribution Service may not be resumed until the local wiring inspector approves the installation. The Company shall make a reasonable effort to notify each Customer prior to such discontinuance of Distribution Service, and in any event shall provide written notice to the Customer of the reason for discontinuance of service and the actions required for resumption of service.

C. Customer Notice of Termination

The Customer shall be responsible for all charges for service furnished by the Company under the applicable rates as filed from time to time with the Commission, from the time service is started until it is finally terminated. A Customer who gives at least three (3) business days notice of termination will not be held responsible for charges for service furnished after the requested termination date unless, through fault or neglect of such Customer, the Company is unable to terminate the service, or the Customer is a landlord and the Company is required to comply with the billing and termination regulations of the Commission.

7. Customer's Installation

A. Permits

The Company shall make application within a reasonable time period for any necessary location or street permits required by public authorities for the Company's lines, poles, and other apparatus. The Company shall make Distribution Service available within a reasonable time after such permits are granted. The applicant for Distribution Service shall obtain all other permits, inspections, reports, easements, and other necessary approvals and submit them in writing to the Company. The Company shall not be required to commence or continue service unless and until the Customer has complied

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with all valid requirements of any governmental authority and any Company requirement approved by the Commission regarding the use of electricity on the premises (i.e.; certificate, permit, license, or right-of-way). The subsequent termination of any valid regulatory or Company requirements for such Distribution Service shall terminate any contract then existing for such service without any liability on the Company for breach of such contract or failure to furnish Distribution Service.

B. Notice of Equipment Changes

The Customer shall notify the Company in writing before making any significant change in the Customer's electrical equipment if the change could affect the capacity or other characteristics of the Company's facilities required to serve the Customer. The Customer shall be liable for any damage to the Company's facilities caused by any addition or change if made without prior notification to the Company. The Company shall provide annual information to its Customers on general types of additions or changes to the Customer's electrical equipment that could affect the capacity or other characteristics of the Company's facilities.

C. Standards for Interconnection

The Customer's installation shall conform to the requirements of the Company's Standards and/or such further requirements as the Company may promulgate from time to time. Copies of such requirements are available from the Company.

D. Suitability of Equipment

All of the Customer's apparatus shall be suitable for operation with the service supplied by the Company. The Customer shall not use the service supplied for any purpose, or with any apparatus, that would cause a disturbance to any part of the Company's system sufficient to impair the service rendered by the Company to its other Customers.

E. Distribution Service from Outside Service Territory

A Customer may not receive Distribution Service from an entity other than the Company with the exclusive obligation to serve within the Company's service territory without, in each case, obtaining the prior written consent of the Company, and complying with all applicable safety and siting requirements.

F. Qualifying Small Power Producer or Cogeneration Facility

Any Customer who owns a qualifying small power production or cogeneration facility (QF) (as defined in the Public Utility Regulatory Policies Act, Section 210) or Limited Electrical Energy Producer (as defined in NHRSA 362-A) will be billed for Distribution Service upon the rate that would otherwise apply if the Customer had no generating capacity. This service will apply whether or not service is provided to the QF under an arrangement of "simultaneous purchase and sale" or "net purchases or sale" or "internal use only" as defined below.

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- (1) *Simultaneous purchase and sale* is an arrangement whereby a QF's entire output is considered to be sold to the utility, while power used internally by the QF is considered to be simultaneously purchased from the Company through Default Service or from a Competitive Supplier.
- (2) *Net purchases or sale* is an arrangement whereby output of a QF is considered to be used to the extent needed for the QF's internal needs, while any additional power needed by the QF is purchased from the Company through Default Service or from a Competitive Supplier, or any surplus power generated by the QF is sold to the Company as surplus.
- (3) *Internal use only* is an arrangement whereby output of the QF is used entirely for internal needs. The Customer's meter is detented, to stop the meter from going backwards in case of any inadvertent flow into the Company's System.

G. Inspection of Customer's Premises

The Company reserves the right to make an inspection of the Customer's premises before rendering service in order to see that its rules are complied with. Neither by inspection or non-rejection of service, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wiring, appliances or devices which utilize electricity and are owned, installed or maintained by the Customer or leased by the Customer from third parties.

8. Company's Installation

A. Information and Requirements for Distribution Service

Upon request, the Company shall furnish to any person detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Information and Requirements Booklet, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

B. Interference with Company Property

All meters, services, and other electric equipment owned by the Company, regardless of location, shall be and will remain the property of the Company; and no one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain such property. The Customer shall not interfere with or alter the meter, seals or other property used in connection with the rendering of service or permit the same to be done by any person other than the authorized agents or employees of the Company. The Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances beyond the Customer's control. Such property shall be installed at points most convenient for the Company's access and service and in conformance with public regulations in force from time to time. The costs of relocating such property shall be borne by the Customer when done at the Customer's request, for

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer.

C. Protection of Company's Equipment

The Customer shall furnish and maintain, at no cost to the Company, 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 the Company. If the Customer refuses, the Company may at its option charge the Customer for furnishing and maintaining the necessary protection of the equipment, or refuse to render service. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Company's specifications and approval.

D. Meter Accuracy

The Company shall maintain the accuracy of all metering equipment installed pursuant hereto by regular testing and calibration in accordance with recognized standards and NHPUC rules. A Customer may ask the Company to test the accuracy of any of its metering equipment installed upon the Customer's premises. Any such test shall be conducted according to the standards as established by the Commission. The Company may require the deposit of a fee of not more than \$20.00 for such a test in accordance with NHPUC rules. If the meter does not register accurately upon subsequent testing, the assessed fee will be returned to the Customer.

E. Unauthorized Use or Unsafe Conditions

If the Company finds an unauthorized use of electricity, the Company may make such changes in its meters, appliances, or other equipment or take such other corrective action as may be appropriate to ensure only the authorized use of the equipment and the Company's installation, and also to ensure the safety of the general public. Upon finding an unauthorized use of electricity, the Company may terminate the service and assess reasonable estimated service charges as well as all costs incurred in correcting the condition. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the Company or the Customer, or to limit in any way any legal recourse which may be open to the Company.

F. Company's Rights as to Customer's Premises

The Company shall have the following rights with regards to Customer premises:

- (1) **Right to Install Facilities on Premises of Customer:** The Company shall have the right to install and maintain its distribution facilities upon the Customer's premises without charge for the purpose of furnishing service to the Customer and also for the purpose of serving Customer(s) on nearby land(s). If the Customer desires to have such facilities relocated or removed, the Company will do so at the Customer's expense.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

(2) Access to Company Equipment: The Company shall have free and safe access to its equipment located on the Customer's premises at all times, including but not limited to subsurface structures, above ground enclosures, and pad mounted equipment, and the Customer shall authorize and/or obtain his landlord's permission for such access. If the Company is denied free access to said property, the equipment shall be relocated or removed at the Customer's expense. Ornamental shrubs and/or other types of vegetation may be removed by the Company in order to access its equipment, and such removal shall be done at the customer's expense. The Customer shall not knowingly permit access to Company's equipment except by authorized employees of the Company.

9. Company Liability

A. Emergency Interruption of Service

Whenever the Company reasonably believes the integrity of the Company's system or the supply of electricity to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company, may in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage, and such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use reasonable efforts under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.

B. Planned Interruption of Service

The Company may, in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage for the purposes of planned maintenance, installation or replacement. When such curtailment is necessary, the Company shall conduct such work at a time causing the minimum inconvenience to customers consistent with the circumstances. The Company shall, if practical, notify customers in advance that might be seriously affected by interruptions to service. The Company will provide notice to any customer of whom it is previously aware who would encounter a potentially life-threatening situation as a result of the planned interruptions. A potentially life-threatening situation for this purpose shall include life support equipment or other potentially life-threatening medical situations. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect.

C. Non-Performance Due to Force Majeure

The Company shall be excused from performing under the Schedule of Rates and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises, or by loss, diminution, or impairment of electrical service from its generating plants or suppliers or the systems of others with which it is interconnected, or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches, or other equipment necessary for electric distribution, or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor difficulty, act of God, or public enemy,

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use reasonable efforts under the circumstances to overcome such cause and to resume full service.

D. Disclaimer of Warranties

Neither by inspection nor non-rejection nor in any other way does the Company give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. The Company shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of the Company's service, conductors, appurtenances or other equipment on the Customer's premises.

E. Customer Equipment

The Customer assumes full responsibility for the proper use of electricity distributed by the Company and for the condition, suitability, and safety of any and all wires, cable, devices or appurtenances energized by electricity on the Customer's premises or owned or controlled by the Customer that are not Company property. The Customer shall indemnify and keep harmless the Company from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgments for injuries to or deaths of persons or damage of any kind whether to property or otherwise, arising directly or indirectly by reason of (1) the routine presence in or use of electricity over the wires, cables, devices or appurtenances owned or controlled by the Customer, or (2) the failure of the Customer to perform any of his or her duties and obligations as set forth in the Schedule of Rates where such failure creates safety hazards, or (3) the Customer's improper use of electricity or electric wires, cables, devices, or appurtenances. Except as otherwise provided by law, the Company shall be liable for damages claimed to have resulted from the Company's conduct of its business only when the Company, its employees or agents have acted in a grossly negligent, or intentionally wrongful manner.

F. Limitation of Liability

The Company shall not in any event except that of its own willful default or willful neglect, be liable to any party for any direct, consequential, indirect or special damages, whether arising in tort, contract or otherwise, by reason of any services performed or undertaken to be performed, or a actions taken by the Company, or its agents or employees, under the Schedule of Rates or in accordance with or required by law, including, without limitation, termination of the Customer's service.

G. Unauthorized Switching of Suppliers

The Company is not responsible for any loss or damage (direct, indirect or consequential) to any persons resulting from the Company's processing of an unauthorized Electronic Enrollment received from a Supplier.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

10. Schedule of Charges

The Company reserves the right to impose reasonable fees and charges approved by the Commission. Said fees and charges shall be set forth in Appendix A to these Terms and Conditions, as on file with the Commission.

11. Line Extension Policy

The Company's line extension policy is included in Appendix B.

III. GENERATION SERVICES

1. Generation Service

The Company shall not provide Customers with Generation Service as defined in Section I.2.K. of this Tariff.

2. Default Service

The Company shall provide Customers with Default Service as defined in Section I.2.F. of these Terms and Conditions, in accordance with Schedule DS, Default Service, and in conjunction with the applicable Rate Schedule for Delivery Service.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX A
SCHEDULE OF FEES AND CHARGES FOR DISTRIBUTION SERVICE PURSUANT TO
SECTION II.10.*

<u>Description</u>	<u>Charge</u>
Interest on Past Due Accounts:	1% per month – Domestic Schedule D 1 ½% per month – General Schedule G N/A – Outdoor Lighting Schedule OL
Returned Check Fee:	\$13.75
New Account or Name Change on Existing Account:	\$5.00
Account Restoration Charge:	Per visit to Customer’s premises for establishing or re-establishing service: a) During normal business hours: \$45.00 b) Outside normal business hours: \$75.00
Unscheduled Meter Read Charge:	Per unscheduled meter read to terminate Default Service a) During normal business hours: \$45.00 b) Outside normal business hours: \$75.00
Loss of Service Investigation:	If at the request of a Customer, the Company is required to investigate any loss of electric service at the Customers’ premises, a charge will be made for each such investigation unless the trouble is directly attributable to the Company’s apparatus or method of operation

* All charges applicable to all rates unless noted and subject to change with Commission approval. Additional charges may be filed regarding fees and charges associated with retail access.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

Issued: May 5, 2017
Effective: May 1, 2017

Issued By: Mark H. Collin
Sr. Vice President

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY

I. LINE EXTENSION – GENERAL PROVISIONS

1. In areas in which Delivery Service by the Company is authorized, the Company will extend its single-phase or three-phase distribution facilities or upgrade its single-phase distribution facilities to three-phase distribution facilities to a maximum of 5,280 feet in length to serve Customers under Domestic Schedule D, General Schedule G, Outdoor Lighting Schedule OL, and Light Emitting Outdoor Lighting Schedule LED-1 and Schedule LED-2 at their request.
2. As provided in RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct a required overhead or underground power line extension on private property. The contractor shall supply and install all materials, as specified by the Company. Line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company may charge the Customer a fee for the Company's cost of administration, engineering and inspection of a line extension constructed by a Customer's private line contractor. The Company has the right to not accept a Customer built line extension that does not conform to the Company's specifications. Customers may not contract with private line contractors to construct line extensions along public ways.
3. All distribution facilities constructed under the provisions of this line extension tariff shall be and shall remain the property of the Company. The Company shall not be required to install distribution lines, transformers, service drops or meters under the terms below in locations where access is difficult by standard Company distribution construction and maintenance vehicles, where the service does not comply with the Company's environmental policy and procedures, where it is necessary to cross a body of water or to serve airport lighting, beacon lighting, street lighting or where the business to be secured will not be of reasonable duration or will tend in any way to constitute discrimination against other Customers of the Company.
4. All agreements made pursuant to this Line Extension Policy shall be drawn to bind the successors in title to the Customer's premises and with such formalities as are required for recording in the Registry of Deeds for the appropriate County in the State of New Hampshire and will be so recorded. The recording fee shall be paid by the Customer.
5. The schedule for the construction of line extensions may be affected by adverse weather conditions, emergency requirements or other higher priority service conditions and is at the discretion of the Company.

Authorized by NHPUC Order No. 26,838 in Case No. DE 22-083 dated June 2, 2023.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY (continued)

II. DEFINITIONS

1. Overhead Service Drop: The final span of cable providing secondary voltage to a Customer's point of attachment location from a utility pole. The maximum length of an overhead service drop is determined by the characteristics of the Customer's load and the terrain over which the overhead service drop passes.
2. Underground Service Drop: The final run of cable providing secondary voltage to a Customer's meter base from a transformer, secondary splice box, or from a secondary conductor located on the Company's distribution system.

III. EXTENSIONS OF OVERHEAD FACILITIES

The Company will provide the wires or cable required to conduct electricity from its distribution system to the Customer's structure or other point of use on Customer's premises, hereinafter called Overhead Service. The Customer shall provide, at Customer's expense, a point of attachment at Customer's structure or other point of use for the end of the Overhead Service, which is adequate to permit proper clearance and support and is approved by the Company.

The Company will make overhead extensions of its electric distribution lines to service new Customers within its service territory in accordance with the following terms and conditions:

1. Extension of Single-Phase Lines Without Payment by Customer: The Company will extend its existing distribution lines to Residential and General Service Classification Customers for one pole and anchor without any payment other than those contained in its rate schedules provided the total extension does not exceed three hundred (300) feet per Customer including normal service drops.
2. Residential or Commercial Customer for Single-Phase Line Extensions along Public Ways: Single-phase line extensions to a maximum of 5,280 feet in length per Customer, will be made with overhead construction along public ways, provided the applicant satisfies the Company as to his credit or furnishes reasonable security for the performance of an agreement which shall first be executed and which shall include the following provisions:
 - A. The estimated cost shall be derived by multiplying the length of the Overhead System in excess of Three Hundred (300) feet, including normal service drops, by the average cost per foot of \$21.54. The Company will update this overhead

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY (continued)

single-phase cost per foot figure for effect on April 1 of each year based upon a sampling of actual line extensions completed in the preceding calendar year, including costs for design, inspection and construction labor; researching and recording easements ; materials; traffic control; tree trimming; ledge removal and overheads.

- B. For projects that cost up to \$3,000, the Customer shall pay the costs prior to construction. For projects in excess of \$3,000, Customers can choose to pay the excess costs over a period of time not to exceed 5 years. The Company may charge interest on any unpaid amounts equal to the rate applied to Customer deposits.
 - C. The original Customer shall remain responsible for his successors' assumption of any remaining payment obligation until those successors sign an agreement for such with the Company.
 - D. The Company will allocate costs between the initial Customer and any subsequent Customer that takes service from the initial line extension in the five-year period following the construction of the line extension. The first Customer shall be responsible for notifying the company when a new Customer takes service from the line extension. Absent such notification from the first Customer, the utility shall not be required to allocate the cost of the extension to subsequent Customers.
3. Three-Phase Line Extension along Public Ways: Three phase line extensions along public ways will be made with overhead construction. The estimated cost in excess of the maximum provided for in Section III.2.A above, shall be derived based on the Customer-specific job requirements and shall include all costs related to the construction of the distribution facilities including, but not limited to, design and inspection and construction labor; researching and recording easements; materials; traffic control; tree trimming; ledge removal and overheads.
4. Overhead Extension of Distribution Lines on Private Property: When necessary, the Company will also extend its overhead distribution lines on private property provided:
- A. A public way is not within reasonable proximity.
 - B. The Company is furnished, without cost, the necessary permanent easements of rights of occupancy.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY (continued)

- C. The entire cost of line construction shall be derived based on the Customer-specific job requirements, including costs for design; inspection and construction labor; researching and recording easements; materials; ledge removal and overheads, in excess of the maximum provided for in Section III.2.A, above, shall be paid in advance by the Customer.
- D. All extensions shall be, and remain, the property of the Company and shall be maintained by the Company.

Temporary Service: For circumstances where temporary single-phase service is required for use during construction of buildings, where the service will ultimately become permanent, such service will be furnished at an additional charge for a period not to exceed one (1) year. Such charge is to cover the cost of installing and removing the temporary service. In all other respects the charges provided for in the regular rate schedules will apply. Temporary service entrance equipment of a type approved by the Company shall be furnished by the Customer or developer. The Company will require prepayment of total estimated line construction costs for any facilities that will be installed to supply temporary service.

IV. EXTENSIONS OF UNDERGROUND FACILITIES

Underground electric distribution facilities (hereinafter called Underground) shall consist of primaries, secondaries, and service drops and associated equipment, excluding conduits placed underground together with appropriate transformer and/or switching equipment.

Underground will be installed, maintained and repaired in accordance with the provisions of the following terms and conditions:

1. Introduction: The provisions hereof with respect to payments by Customers and/or developers to the Company on account of the cost of installing and maintaining Underground are established in recognition of the fact that the rates of the Company are based upon the costs of Overhead Service utilizing overhead electric distribution facilities.
2. Installation Obligation: Underground will be provided upon request or where required by the law at the rates set forth in this Tariff in accordance with the provisions of this section only when installed in accordance herewith and where feasible and practicable. The undertakings of the Company hereunder are subject to the orderly scheduling of construction projects, and normal availability of labor resources.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY (continued)

3. Ownership and Maintenance: The Company hereby accepts the obligation of maintaining, repairing and replacing all Underground owned by the Company installed to the Company's specifications and will own all Underground hereafter installed by the Company; provided, however, (a) that in the case of making repairs to Underground on a Customer's premises the Company's responsibility with respect to restoration of the premises shall be limited to restoring the premises to grade; and (b) if maintenance, repair or replacement of Underground on the Customer's premises is required as a result of damage done by the Customer or Customer's agent, the entire cost thereof including the cost of excavating and backfilling shall be paid by the Customer.
4. Underground Secondary Service Drop at Customer's Request on Private Property: When requested by a Customer, the Company will install an underground service from an existing overhead or underground distribution system. In the case of the first service to the premises, the Customer shall pay to the Company the difference between the estimated cost of an overhead service drop and the cost of an underground service drop and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company. In the case of replacement of an existing overhead service drop, the Customer shall pay the entire cost of installing an underground service drop unless the existing service is inadequate to meet the Customer's load, in which event the cost of such underground service drop shall be shared as in the case of first service.
5. Extension of Underground Distribution System on Private Property: When by valid law or when requested by a Customer or a developer, an extension of a distribution system is required to be Underground, the Customer(s) or the developer, as the case may be, shall pay in advance to the Company the cost of such Underground construction that is in excess of the cost of overhead construction, as provided for in Section III.2, above. The cost of such construction shall be calculated by the Company based upon the requirements of the Customer's or the developer's specific job. When a new Customer desires service from an existing Underground primary or secondary distribution system, the Customer shall pay the excess of the cost of the underground facilities over the overhead.
6. Conversion of Overhead Distribution Facilities: Except as provided in Section IV.4, when it is required by law that existing overhead distribution facilities be converted to Underground, the Customer(s) served by such Underground shall pay monthly charges in addition to bills rendered in accordance with the rates of the Company now or hereafter in effect, in an aggregate amount equal to (a) the fixed charges on the cost of such Underground minus the fixed charges on the replaced overhead distribution facilities plus (b) such amount as may be required to amortize over a reasonable period of time the remaining investment in the overhead distribution facilities replaced by Underground.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY (continued)

V. RESPONSIBILITIES OF THE CUSTOMER

1. Payments: The Customer or Developer is responsible to pay to the Company: any line extension construction costs as provided above; their proportional share of any line extension construction costs in accordance with any line extension agreements in effect when service is requested by the Customer, as defined in Section III.2.D above; and any special costs as defined in Section V.9 below; prior to the start of the Company's construction (except as provided in Section III.2.B for Single Phase Overhead extensions along a public right-of-way in excess of \$3,000).
2. Easements: The Customer is responsible to provide, without expense or cost to the Company, the necessary permits, consents or easements for a right-of-way satisfactory to the Company on the Customer's property for the construction, maintenance and operation of the Company's distribution facilities, including the right to cut and trim trees and bushes.
3. Environmental and Other Permits: The Customer is responsible to provide, without expense or cost to the Company, the necessary environmental or other permits for the construction, maintenance and operation of the Company's distribution facilities on the Customer's property. The Company shall apply for any necessary permits in accepted public ways and shall not be required to supply service until a reasonable time after such permits are granted. All other necessary permits or rights shall be obtained by the Customer at Customer's expense.
4. Plans: The Customer is responsible to provide the Company with details of the intended installation, including property lines, building locations, service entrance specifications and major electrical load information.
5. Other Documents: If the Customer intends to use an existing easement area to cross the property of others with the Company's distribution facilities, the Customer is responsible to provide evidence that the easement permits the installation of such facilities by the Company.
6. Code Compliance: The Customer is responsible to obtain the necessary approvals from the local inspection authorities before the Customer's service entrance equipment is connected to the Company's distribution system.
7. Site Plans: Developers must provide to the Company an electronic (as specified by the Company) and hard copy site plan or other documentation identifying the maximum

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B
LINE EXTENSION POLICY (continued)

number of lots or self-contained living units. The developer shall also provide the Company additional notice should the number of lots or living units increase or decrease from the initial documentation. The developer is responsible to pay any additional costs, including design costs, resulting from changes to the number of lots or units developed subsequent to the original documentation. Upon request, all other Customers requesting service shall provide a site plan for the Company to design the distribution facilities.

8. Underground Distribution Facilities: The Customer shall furnish to the Company's specifications all trench excavation, back-fill, conduit, duct bank, manholes, vaults, pedestals and transformer foundations necessary for the installation of underground electric distribution facilities. Underground distribution facilities shall be provided in accordance with the Company's Requirements for Electric Service Connections.
9. Special Costs: The Customer shall pay for all costs incurred by the Company for extensions that require construction which would result in special costs, such as railroad or National Forest crossings, crossing rivers and ponds, crossing wetlands, extending to an island, use of submarine cable or any additional costs incurred to protect the environment and comply with the Company's, the State's, or the locality's environmental policy and procedures.
10. Other Requirements: The Customer shall be responsible for any other requirements as specified in the Company's Terms and Conditions for Distribution Service.

Authorized by NHPUC Order No. 26,007 in Case No. DE 16-384 dated April 20, 2017.