

B. Obtaining Service

1. Application for Service

a. Existing Facilities

As a prospective member, you may apply for electric delivery service in person, by mail, telephone, facsimile, Internet or other acceptable electronic means. You must be the person, corporation or other legal entity that desires to receive electric service from the Cooperative and agree to be the member of record for the electric service. Prospective members must be 18 years of age or older and may be required to show proof of age.

Adequate personal information is necessary to allow the Cooperative to establish an electric service account and verify creditworthiness. Following federal guidelines, we require reasonable verification of your identity, service address and mailing address, this may include a request for your driver license, date of birth, or social security number. We may make copies of the documents provided in order to perform an inquiry prior to rendering service.

When the Cooperative establishes or reestablishes an electric service account for you at a meter or light location, a fee to Establish or Reestablish Service will apply in order to cover the cost associated with this service; refer to the Cooperative's *Schedule of Fees, Charges and Rates* for complete details.

Upon completion of all application requirements, the Cooperative will strive to complete the service connection, where facilities exist, within three (3) business days.

Whether or not a signed application for service is made by you and accepted by the Cooperative, the rendering of service by the Cooperative, and its use by you, shall be deemed a contract between the parties and subject to these *Terms and Conditions*, the *Cooperative's Regulated Tariff* and the *Cooperative's Schedule of Fees, Charges and Rates*. The Cooperative in accordance with the New Hampshire Public Utilities Commission rules may discontinue unauthorized connection to the Cooperative's electric delivery service facilities, or use of service obtained from the Cooperative without authority or through false pretense. The use of service without proper notification to the Cooperative will render the user liable for the service and subject to all provisions of the rate or rates and other charges applicable to the service in accordance with the *Cooperative's Schedule of Fees, Charges and Rates*; the amount to be determined by the Cooperative by measurement where possible, otherwise by estimate.

b. New Facilities

Refer to section *M. Characteristics of Service*, and section *P. Construction of Distribution Facilities*.

c. Security Deposit

The Cooperative may require payment of a deposit as security for future electric service prior to establishing a new account. Refer to section *C. Security Deposits* for details.

d. Refusal of Service

The Cooperative may reject a prospective member's application for service if it is made by, or for the benefit of, a former member who is indebted to the Cooperative for electric delivery service previously furnished if the 3 year NH statute of limitations has not expired on that indebtedness. In order to prevent the practice of name swapping, the Cooperative may deny service to a prospective member due to an arrearage for prior service furnished in the name of a person other than the prospective member when:

01. They resided together at the address where the arrearage was incurred;
02. They both received the benefit of the electric service;
03. They both will receive benefit of the electric service applied for; and
04. The prospective member refuses to enter into a reasonable payment arrangement.

e. The Cooperative may also reject any prospective member's application for service for:

01. Failure to make a deposit and/or advance payment if required.
02. When the cost of the service and/or the maintenance of that service exceed the estimated income from that service and an economical solution or agreement cannot be reached.
03. When any required documentation is not completed and submitted, (i.e. application, load data survey sheet, easement, permit).
04. Where the member or prospective member's equipment does not meet the Cooperative's construction standard or applicable national, state or local codes.
05. Where the member or prospective member fails to meet their obligations pursuant to these *Terms and Conditions*.
06. When the member or prospective member's service connection or equipment is not located or installed as previously agreed with the Cooperative's representative.

2. Term of Service

Unless specifically provided for in writing by the Cooperative all members, except those served at the Cooperative's Primary Service rates (refer to section *J.3 Classification of Service* for a description of Primary Service), are subject to a minimum term of service at one location of not less than 12 consecutive months. Members served at the Cooperative's Primary Service rates are subject to a minimum term of service at one location of not less than five years. Primary Service members that terminate their service in less than the minimum term shall be billed by, and make payment to, the Cooperative in an amount equal to the remaining months in the minimum term of service multiplied by the then current minimum bill applicable to the rate(s) under which the member is being served in accordance with the Cooperative's *Terms and Conditions* and *Schedule of Fees, Charges and Rates*. The Cooperative at its sole option may waive billing of the minimum term charge if the service is transferred to another member within a short period of time, or the Cooperative determines it has recovered its investment in facilities to serve the member's location, or for other situations as the Cooperative deems reasonable.