

A. Introduction

1. Terms and Conditions

New Hampshire Electric Cooperative (“the Cooperative”, “we”) is a non-profit, member owned electric distribution company that delivers electricity to member homes and businesses in 116 communities throughout New Hampshire. Our goal is to provide safe, reliable electric service to our members under the “Terms and Conditions” of this document, and in accordance with *New Hampshire Public Utilities Commission (PUC) regulations*. The *Terms and Conditions* are rules and regulations of the Cooperative that may be revised, amended, supplemented or otherwise changed by the Board of Directors from time to time without prior notice.

The delivery of electricity and its use by the member constitutes a contract between the parties subject to these *Terms and Conditions*, the regulated *Tariff* and the *Schedule of Fees, Charges and Rates*, whether service is based upon a written contract, verbal agreement, accepted signed application, or otherwise. The regulated *Tariff* includes those portions of the Cooperative’s rates and terms that are regulated by the PUC, including Stranded Cost Charges, System Benefits Charge (including Energy Efficiency Surcharge and Energy Assistance Program Surcharge), Energy Service Area, and terms associated with Competitive Suppliers.

2. Membership Rights and Responsibilities

The Cooperative is a democratically controlled organization, owned by the members it serves. As a member you have the unique opportunity to participate in the operation and governance of the Cooperative through exercising your member right to vote. This includes, but is not limited to, voting for and/or running for the Cooperative’s board of directors; attending the annual meeting, monthly board meetings or public forums; and by voting on important issues affecting the Cooperative’s future. No more than one membership may be held by any one person, firm, corporation or body politic. For complete rights and responsibilities, see the *Code of Bylaws*, available upon request from the Cooperative or on our web site at www.nhec.coop.

All Cooperative personnel, agents, or other representatives strive to use good judgment in protecting members’ interests and the Cooperative’s interests, while performing assigned duties in a responsible, safe and efficient manner at the members’ premises.

3. Service Interruption

Although the Cooperative will endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, electricity delivery service is subject to variations in its characteristics and/or interruptions to its continuity. Therefore, the characteristics of the electricity delivery service may be varied and/or such service to any member or members may be interrupted, curtailed, or suspended in the following described circumstances, without liability against and without recourse to the Cooperative; and the obligations of the Cooperative to render service under these *Terms and Conditions* and *Tariff* are subject to such variance, interruption, curtailment, or suspension:

- a. When necessary to permit the Cooperative to make repairs to or changes and improvements in a part or parts of the Cooperative’s electrical facilities; such action to be taken upon reasonable notice to the members to be affected, if practicable, or without any notice in an

emergency when such notification would be impracticable or would prolong a dangerous situation.

- b. When conditions in a part or parts of the transmission system with which the Cooperative's facilities are interconnected make it appear necessary for the common good.
- c. When such variance, including a reversal of supply, or such interruption, curtailment, or suspension is caused by war, flood, wind, storm, drought, strike or other cause beyond the control of the Cooperative, or by any cause except willful default or neglect on the Cooperative's part.

If a member contacts the Cooperative to report a service interruption and the dispatched Cooperative crew finds the interruption has been caused by member-owned equipment, the member will be charged a fee in accordance with the *Schedule of Fees, Charges and Rates*.