

<mark>\*Date:</mark> Date: \_\_\_\_\_

\*Date:

## **Residential Gas Service Agreement** Fax form to: 603-624-6864 [All asterisked (\*) items MUST be completed]

*Name:	Project Information (Heating/Site Contractor)				
*Service Address:	Type: $\Box$ New Construction	□Rehab Existing House			
*City, State, Zip:	$\Box$ Existing House No Gas	$\Box$ Existing House w/ Gas			
Mailing Address:	□Existing House w/ Unused Gas Line				
(if different from above)	Work Requested (check all that apply):				
*Home Phone:	$\Box$ New Service Line	□Modify Service			
Alternate Phone:	□Additional Meters	□Upgrade Meters(s)			
Email Address:	Trenching by Liberty Utilities:	□Yes □No			
*Owners Date of Birth:	Existing meter location (if applicable) $\Box$ Inside $\Box$ Outside				
*Owners Driver's Lic.#/State:	Framing Complete date (New Construction/Rehab)				
Contractor Name:	Customer Contribution toward construction $\Box$				
Contractor Phone:	Amount: Che	ck Number <sup>.</sup>			

This agreement is subject to the Terms and Conditions on the back of this agreement. Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities agrees to install a gas service to the above location (service address). I understand that I may cancel this agreement, without obligation, at any time prior to the installation of the gas service line. I herby authorize Liberty Utilities to install a natural gas service line to the service address noted above.

## \*Owner/Applicant Signature:

\*Owner/Applicant Signature: Liberty Representative or Contractor Signature:

Residence Type	Gas Equipment (Please indicate below if the		Site Information					
	equipment is Existing = <b>E</b> or New = <b>N</b> )		Surrounding	Area:				
□ Single Family		□Wetlands	□Historic □Nature Pre			ure Preserve		
□Multi-Family # Units:		Undeveloped		$\Box$ Urban $\Box$ Co		ner Lot		
□Individual Meter	□Heating	□Grill	1					
□House Meter	□Water Heating	□Lighting	$\Box$ Public Road	Road Private Rd State Road			te Road	
		□Pool Htr.	(Please mark for meter location and indicate street and cross street names)					
		□Garage Htr.						
	□Fireplace	□Generator		1		9		
				2		8		
*Planned Equipment inst	allation date:		Cross Street	3	(Front)	7	Cross Street	
(For Company Use Only)				4 5	6			
(i of company obe of					Church Nav			
Unit	BTU/HR Rate	Mtr. Size	Street Name House square footage:					
Mtr. 1								
Mtr. 2			Mtr. location #: Distance of meter to street:					
Mtr. 3			Connection from (street name):					
Mtr. 4 Mtr. 5			Parking Restrictions:					
Total								
Total		Conditions on private				ed service route		
Permits:TownStateConservationPrivate Road		(check all that apply)						
			□Wall	□Flov	ver Bed	□Walkway	□Driveway	
Describe Work Requested:		□Water	□Cess	spool/	<u>y</u>	<u> </u>		
			Line	Septic		□Trees	□Ledge/Rock	
			□Underground electric/phone/cable □ Sprinklers					
			Underground Oil/Propage Tank					



## **Terms and Conditions of Residential Gas Service Agreement**

- 1. If required under the Company's tariff, Applicant agrees to pay Liberty Utilities to aid in the construction of the natural gas service line and associated main work required to provide service to the Premises. In the event that the actual service line length exceeds the estimated footage, Liberty Utilities may bill the property owner at the Extra Footage Fee over the estimated service line length over the estimated length, as set forth in section 7(E) of the Liberty Utilities tariff.
- 2. Once the meter is set, the Applicant becomes the customer of record and Liberty Utilities will commence billing the Applicant. The Applicant agrees to pay for gas service pursuant to the applicable rate classification and in accordance with Liberty Utilities' Terms and Conditions, as filed from time to time with the New Hampshire Public Utilities Commission.
- 3. Liberty Utilities will take reasonable measures to minimize damages to Applicant's property. For existing structures, Liberty Utilities will loam and reseed excavated areas and patch disturbed asphalt. Applicant is responsible for managing all reseeded areas.
- 4. Liberty Utilities will install the necessary natural gas distribution system to the site, subject to weather conditions and all federal, state, and local codes and permit requirements.
- Applicant shall not remove any existing equipment related to its current use of fuel, as in oil burner or otherwise, prior to Liberty Utilities extending service to the Applicant's premises.
- 6. Notwithstanding the foregoing, Liberty Utilities may, at any time, terminate this Agreement without any further obligations, in the event of one of the following "Triggering Conditions": (a) it discovers that there is no active natural gas main in close proximity to Applicant's property for which a service connection can be made in a reasonably cost effective manner (b) it discovers conditions (including, without limitation, ledge, steep grades, and retaining walls), that would, in Liberty Utilities sole judgment, materially increase the cost of installation, (c) the fees for the required permits are significantly in excess of what is typical for such work, or (d) Liberty Utilities is unable to obtain the necessary permits to install the gas service line. In the event of a Triggering Condition, Liberty Utilities maintains the option to propose an adjustment of price to Applicant.
- 7. Liberty Utilities will not be responsible for delays or damages associated with the installation of a gas service line due to weather or the issuance of permits, nor will it be responsible for damages attributable to unforeseen conditions beyond its control.
- 8. (New Construction Only) Applicant shall construct, or cause the construction of all necessary water lines, sewer lines, roads and electrical lines, and will perform other necessary work required to prepare the site for the installation.
- 9. Applicant shall provide free of charge all easements and right-of-ways necessary for Liberty Utilities to install natural gas distribution lines required to provide service to the Premises.
- 10. Liberty Utilities may modify the meter location shown on the first page of the form based upon its installation requirements.
- **11.** Applicant assumes full and complete responsibility for any and all costs associated with any environmental contamination encountered by Liberty Utilities during the installation, including but not limited to, the costs to clean up or remediate such contamination.
- **12.** In the event that environmental contamination is encountered during the installation, all work shall cease and Liberty Utilities shall provide oral and written notice to the Applicant within a reasonable time. Thereafter, Liberty Utilities shall have no further obligations under this Agreement.
- 13. Applicant shall, to the fullest extent permitted by law, indemnify, defend, hold harmless, and release Liberty Utilities, its parent company, affiliates and subsidiaries and their respective directors, officers, employees, agents, servants, representatives, successors and assigns from and against all claims, demands, liabilities or expenses related to environmental contamination at or in the vicinity of the Premises. This indemnity and release provision survives the expiration or termination of this Agreement and extends to the respective successors and assigns of Liberty Utilities and Applicant.
- 14. Liberty Utilities shall own the natural gas distribution system up to the outlet side of each individual customer meter. The Applicant will own and be responsible for all equipment beyond that point.
- **15.** All installations where excavating and backfilling are to be performed by Applicant or his/her designee will be performed in compliance with Liberty Utilities' specifications and the installation shall not commence until said trench is inspected and accepted by a representative of Liberty Utilities.
- 16. As part of section 7 (C) of the Liberty Utilities Tariff If a customer fails, within nine months after the date a service is installed, either in whole or in part, to make use of the service, the customer will reimburse the Company for all costs of construction, removing, and retiring the service less any contribution in aid of construction made by the customer for the service, which will be forfeited. Minimum cost is \$4,200.
- 17. Prior to the start of the work described in this Agreement, Applicant is responsible for marking out any underground facilities on its property that are not marked out as a result of Liberty Utilities notification of the Dig Safe system.
- **18.** This agreement may be modified only by a writing signed by Liberty Utilities and Applicant; any verbal representations or modifications by Liberty Utilities, its employees or contractors shall be null and void. Liberty Utilities and Applicant agree to enter this Residential Gas Service Agreement electronically.
- 19. The laws of the State of New Hampshire shall govern this Agreement.
- 20. If any terms of this Agreement or portions thereof are declared or become invalid or unenforceable, the remainder of this Agreement shall continue in full force effect.
- 21. As set forth in section 7A.5 in the Liberty Utilities tariff Abnormal costs. Abnormal costs are service and/or main construction costs that are attributable to frost or ledge (including ditching or backfilling necessitated as a result of the presence of frost or ledge), and/or other conditions not typically encountered in service and/or main construction that are peculiar to the particular service and/or main construction concerned. Abnormal Costs are to be paid by the customer.
- 22. Customer is providing Liberty Utilities with a 911-compliant legal address.