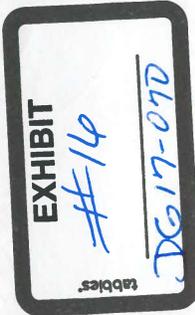


exh 16



**Contract for Installation of Gas Service or Main or Relocation of Meter**

Agreement Date: 06/18/2018  
Amount Due: \$29,416.00  
Est. Annual Usage (MCF): 1,171  
Package-ID: 55379  
Page: 1 of 2



**1. Parties.**

This Agreement is made and entered into between New Hampshire School of Mechanical Trades ("Customer") 109 Towle Farm Rd, Hampton, NH 03842 and Northern Utilities Inc. d/b/a/ Unitil (herein after called "Unitil or "Company") pursuant to the following terms and conditions.

Customer hereby stipulates and represents that (s)he is the owner of the subject property located at 109 Towle Farm Rd, Hampton, NH for the benefit of which the work described below is requested to be performed, or is the Agent of the owner of said property with authority to request such work on behalf of the owner.

**2. Description of Work (check applicable provisions).**

- A.  Customer requests the installation of 1 gas service(s) from the outside of the foundation wall to the nearest point on the Company's gas main (Excavation & Restoration to be provided by site contractor on-site for gas service to Blg) at 109 Towle Farm Rd, Hampton, NH
- B.  Customer requests the extension of the Company's gas main to a point where a gas service(s) can be connected to deliver gas to the Customer at 109 Towle Farm Rd, Hampton, NH
- C.  Customer requests the relocation of Company's gas meter.

**3. Performance – Company.**

- A. The Company will be responsible for the performance of all necessary work incidents to the installation of any services or mains in compliance with the applicable laws, standards and codes up to the outlet of the gas meter fit.
- B. The Company will refill any excavation with the earth that is removed by the Company in performance under this Contract, and will rake it smooth to the surface level, however, the Company will not be responsible for grass reseeding nor for any settling of refilled earth.

**4. Performance – Customer.**

- A. Customer is responsible for all piping beyond the gas company meter fit necessary to use gas and will insure that such piping is in compliance with all applicable laws, standards and codes.
- B. The Customer is responsible for backfilling the foundation to rough final grade prior to service installation.
- C. The customer will identify underground infrastructure within their property; e.g.: sprinkler system, septic system, underground electric, etc.

**5. Time for Performance.**

**Company –**

The Company will begin work as soon as reasonably practicable after this Agreement has been signed by both parties and Customer has completed any work needed to allow completion of the installation by the Company, but the Company shall not be responsible for any losses to Customer as a result of a delay in performance. This installation may be delayed or canceled, or the terms renegotiated, due to adverse weather, digging or soil (e.g. ledge, hazardous materials) conditions, or delay or denial of necessary permits.

**Customer –**

If Customer is unprepared to receive the necessary installation within two months of the date of the contract, all the terms and conditions are subject to renegotiation by the Company.

**6. Customer Covenants with Respect to Use of Gas.**

Customer agrees that he will use the Company's gas service line within 90 days from the completion of the work required in Paragraph 2. For work performed under part A or B of Paragraph 2, the following Customer covenants with Respect to Use of Gas apply:

- A. Customer further agrees that it will use gas as its primary fuel in the estimated annual volume of 1,171 thousand cubic feet (MCF). At the end of twelve months from the date of initial use of gas, the Company shall compare the total actual usage for that period to the above estimated annual volume. If the actual usage is less than 1,171 thousand cubic feet, the Company reserves the right to recalculate Customer's contribution as shown in Paragraph 9, and bill Customer an additional contribution amount as if the actual usage were the same as the estimate shown above. Such additional contributions will be applied towards the cost as determined in Paragraph 9, and is not a payment for gas service
- B. If any equipment is capable of being powered by any other fuel than gas (dual fuel), Customer warrants that gas will be the primary fuel for such equipment on a firm basis. Customers using such dual fuel equipment further agree to use a minimum volume of gas to be delivered by the Company of 1,171 thousand cubic feet in the aggregate during each consecutive twelve month period commencing with the date of initial use of gas for a period of 5 year(s), and agrees to pay the Company for any deficiency in the minimum volume at the end of each annual period if the volume of gas used was less

than the minimum volume, at the gas rate in effect at the end of such annual period. Any change in the minimum volume must be mutually agreed to in writing and signed by both parties. Such additional payment under this paragraph will be applied towards the cost as determined in Paragraph 9, and is not a payment for gas.

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**7. Ownership of Pipes, Meters, Fittings, etc.**

The Company shall at all times have title to and keep ownership and control over any services, mains, meters or fittings on the Company's side of the meter described or included in the performance of this Contract and shall have the right to use any gas mains installed for the purpose of serving other customers.

**8. Access to Company Property.**

Any properly identified employee of the Company shall have access to the premises of Customer for the purpose of reading meters, testing Customer's load, inspecting Customer's premises and equipment, or repairing, removing or exchanging any or all equipment belonging to the Company, including underground gas main and service lines.

**9. Payment.**

The estimated cost to the Company to perform the work described in paragraph 2 is \$91,012.00. The amount to be contributed by the Customer to the Company towards this cost shall be \$29,416.00. The estimated cost to the Company to perform the work described in paragraph 2 was calculated based upon project information provided by the customer or parties representing the customer. Any additional expense, due to changes in project scope, revised or new information provided by the customer or unforeseeable excavation requirements (such as, but not limited to, encountering ledge where not anticipated), will be in addition to the above amount and will be added to the total project cost. Should the revised project cost fail to meet the Company's rate-of-return criterion, the amount to be contributed by the Customer to the Company toward the project cost as stated above will be revised to make up the capital deficiency to meet the Company's rate-of-return criterion. Payment of the revised customer contribution will be required prior to installation of a gas meter. For services provided under subpart C of Paragraph 2, Customer will contribute the entire amount of the estimate. Any contribution by Customer must be made before construction will commence. The Customer will be billed monthly for the gas used in accordance with the Company's approved rates on file with the New Hampshire Department of Public Utilities.

**10. Assignment.**

This contract may be assigned by Customer if Customer is a building contractor and the assignee is to be the first owner or occupant of the premises. In such an assignment, the assignee assumes responsibility for all the promises, terms and conditions agreed to by the assignor. Customer shall provide a copy of the assignment to the undersigned Company representative within \_\_\_\_\_ days of the assignment.

**11. The provision of services under this Agreement is also governed by applicable approved Terms and Conditions on file with the New Hampshire Department of Public Utilities. If such Terms and Conditions conflict with the provisions of this agreement, this Agreement shall control.**

Unitil:

New Hampshire School of Mechanical Trades:

by: David Beaulieu, Business Development Executive

by: Dean J Millard / DJ Holdings, LLC

Date

Title

Date

Company

**ASSIGNMENT**

For valuable consideration, the undersigned hereby accepts responsibility for any terms and conditions of the above contract that have not been fully complied with by the building contractor referred to above as the first customer.

Assignee Signature:

by:

Date: