



ASHLAND ELECTRIC DEPARTMENT

6 Collins Street, Ashland NH 03217

Terms and Conditions

Adopted: August 17, 2026

1. Terms and Conditions

The Town of Ashland Electric Department (further identified as 'AED' is a municipally owned electric distribution company. We deliver electricity to the entire Town of Ashland which includes residential housing as well as commercial and small businesses. Our goal is to provide safe and reliable electric service to our customers under the "Terms and Conditions" of this document, and in accordance with applicable laws and regulations. The 'AED' is not governed by the New Hampshire Public Utilities Commission. The 'Terms and Conditions' are rules and regulations of the 'AED' that may be revised, amended, supplemented or otherwise changed by the Town of Ashland Board of Selectmen from time to time by way of public hearing. If you have questions regarding the 'Terms and Conditions' call us at the Ashland Utility Office (603) 968-3083. The delivery of electricity and its use by you constitutes a contract between us. These 'Terms and Conditions', the tariff and schedule of fees, charges and rates define the terms of our contract, whether service is based upon a written contract, verbal agreement, accepted signed application, or otherwise.

2. Service Interruption

Although our goal is to provide 100% service reliability, there are a number of reasons why the characteristics of your power may vary or be interrupted from time to time. Given the nature of electricity delivery service, 'AED' cannot be held liable for service variations or interruptions that occur such as;

- a. When necessary to permit us to make repairs or changes in our electrical facilities; such action to be taken upon reasonable notice to the customers to be affected, if practicable, or without any notice in an emergency when such notification would be impractical or would prolong a dangerous situation.
- b. When conditions on the transmission system with which our facilities are interconnected make it appear necessary for the common good.
- c. When an interruption or variance is caused by weather events such as snow, ice, wind, storm, drought, strike, war, malicious acts or acts of vandalism, or other cause beyond our control, or by any cause except failure to act or willful neglect on our part.

If you contact us to report a service interruption and the dispatched crew finds the interruption has been caused by your equipment, you may be charged a fee in accordance with the Schedule of Fees, Charges and Rates.

3. Obtaining Service

1. Application for Service

a. Locations with an existing meter

If you would like to become a customer of 'AED', you can apply by mail, email, or in person at the Ashland Utility Office using the 'New Customer Form'. You must be the person, corporation, or other legal entity that wants to receive electric service from us and agrees to be the customer of record for the electric service. Prospective customers must be 18 years of age or older.

We will need some personal information in order to establish your account and to verify your identity and creditworthiness. Following federal guidelines, we require reasonable verification of your identity, service address, and mailing address. This may include a request for your driver's license, date of birth, proof of age, and/or social security number. We may make copies of these documents.

We may need to contact you from time to time about your account or your electric service. For that reason, we need you to update us when your contact information changes. This information may include phone numbers, email addresses, or other points of contact. By providing this contact information, you consent to our use of that information, including your mobile phone number, to contact you concerning your account or electric service. We maintain confidentiality of customer contact information.

When we establish or re-establish an electric service account for you at a meter and/or light location, we will charge a fee to cover the cost associated with this service. Please refer to our Schedule of Fees for details.

Once all the application requirements are completed, we will strive to complete the service connection, where a metered service exists, within three (3) business days.

Whether or not a signed application for service is made by you and accepted by us, the rendering of service by 'AED', and its use by you, shall be deemed a contract and is subject to these Terms and Conditions, our Tariff, and our Schedule of Fees and Rates. In accordance with the Town of Ashland rules and regulations, we may discontinue service if service is obtained from us without authority or through false pretense. The use of service, even if without proper notification by you to us, makes you liable for the service and subject to all provision of the rates and/or other charges that apply in accordance with our Schedule of Fees and Rates; the amount to be determined by us via measurement where possible, otherwise by estimate.

c. Security Deposit

We may require payment of a deposit prior to establishing a new account. Please refer to **Terms and Conditions Section 4: Security Deposits** for details.

d. Refusal of Service

We may reject a prospective customer's application for service if it is made by, or for the benefit of, a former customer who owes us money for service previously furnished if the New Hampshire statute of limitations has not expired. This practice is often referred to as "name swapping" and we may deny service due to an arrearage for prior service furnished in the name of a person other than the prospective customer when:

1. They resided together at the address where the arrearage was incurred;
2. They both received, or will receive the benefit of the electric service;
3. The prospective customer refuses to enter into a reasonable payment arrangement for the outstanding debt.

e. We may also reject any prospective customer's application for service for

1. Failure to make a deposit and/or advance payment if required.
2. When the cost of construct and/or maintain the service exceeds the estimated distribution revenue and an economical solution or agreement cannot be reached.
3. When the customer or prospective customer fails to provide truthful and accurate information as requested or fails to provide any required documentation in a timely fashion, such as an application, load data survey sheet, easement, or permit.
4. When the customer or prospective customer's equipment does not meet our construction standards or applicable national, state, or local codes.
5. When the customer or prospective customer's service connection or equipment is not located or installed as previously agreed with our representative.
6. When the customer or prospective customer fails to meet their obligations pursuant to these Terms and Conditions.

2. Term of Service

Unless specifically provided for in writing by us, all customers are subject to a minimum term of service at one location of not less than 12 consecutive months. If you disconnect then reconnect after a period of less than 12 months, a fee shall apply.

4. Security Deposits – Why, When and How We Require Them

We may require that you provide security in the form of a cash deposit or other guarantee as a condition of establishing electric service.

1. Opening a New Residential Account

A security (cash) deposit is necessary when any one of these conditions applies:

- a. You are indebted to us for electric service previously furnished to you. Any indebtedness, within the New Hampshire statute of limitations, will be transferred to your new account or must be paid before service is established.
- b. You have unsatisfactory credit, which we define as a prior history of delinquency with us, or any adverse credit history within the last 24 consecutive months with a similar type of utility. In our review, we may use information from a recognized credit reporting service.

When the metered service you want to establish is a new installation with us, the initial deposit will be in accordance with the amount stated in our Schedule of Fees. We may, at our discretion, waive and/or adjust the amount of the deposit based on other information provided by you or obtained by us.

2. For Existing Accounts (Residential and Non-Residential)

In order to maintain your existing electric service, we may, at our discretion, require a security (cash) deposit when any one of these conditions applies:

- a. You have received four (4) disconnect notices for electric service within a 12 month period.
- b. Your service has been disconnected for non-payment of a delinquent account a second time in a 12 month period.
- c. We have disconnected your service because you interfered with, or diverted electric service, at your premises.
- d. You are under a “cash only” requirement due to insufficient funds.

4. Terms of Deposit

Deposits, when necessary, are subject to the following terms and conditions:

- a. The amount of deposit is based on an estimate of electric usage at the service location for a period of three (3) months with highest electric usage.
- b. The entire deposit is credited to your current electric bill when all bills have been paid without arrearage for 24 consecutive months for a residential and non-residential account. If your current electric account has a credit balance due to the deposit, you can choose to leave the credit on the account or have the credit refunded.

c. Upon termination of service, we will refund the deposit less any amount due to us within 30 days of the date of termination.

5. Deposit Options

We may, at our discretion, determine which deposit option would be most appropriate for you based on your credit and payment history.

a. You may have the opportunity to pay the deposit in up to three (3) equal installments with the first installment due immediately, and subsequent installments due with the monthly bills for electric service.

6. Transferring accounts with a deposit

When you transfer service from one location to another and have an existing deposit, the existing deposit will first be applied to any outstanding balance on the previous account. Any remaining balance on the previous account will be transferred to the new account. If the original deposit had been held less than 24 consecutive months, a new deposit amount will be established at the new service location based on the anticipated usage at the new location.

7. Transferring accounts with a recurring bank draft/credit card

When you transfer service from one location to another and have an existing recurring bank draft/credit card that was established you will need to re-establish the recurring bank draft/credit card on the new account.

5. Customer Initiated Service Termination

If there is going to be a change of occupancy or of legal responsibility for an electric bill payment at a location served by us, we must receive notice from you within a reasonable time period prior to that change. As a customer you are responsible for service taken until proper notice is given to us and thereafter until the meter has been read for termination.

Ideally, you would give us at least a week's notice that there will be a change of occupancy or responsibility for an electric bill payment. However, we will make every effort to obtain a meter reading and limit your continuing obligation up to three working days from the time we received the notice.

Please note that when we terminate service at your request, we are not responsible for any damage to the property caused by the lack of electric service.

The final bill is due upon presentation. If you are moving to a new location in our service territory and there happens to be an overpayment on the final bill, we will transfer the whole amount of any overpayment to your new account.

If you are leaving our territory, any overpayment will be refunded to you within 30 days of the date of termination.

If you have an outstanding balance due when you terminate service with us, we will make every attempt to collect this balance, including transferring it to another active account of yours, within 45 days of issuing the final bill.

6. Meter Reading

a. Reading Intervals

We calculate bills based upon electric meter readings which are processed approximately every thirty days by automated systems or our personnel on a pre-arranged schedule. There can be occasions when we cannot read your meter depending on the circumstances, including:

- a. Electronic communications with the meter are unavailable
- b. Road or driveway not passable.
- c. During periods of prolonged power outage.
- d. Deep snow preventing access to the meter.

b. Estimated Bills

In the event that a meter reading is not available, we may estimate your electric usage based on the usage history of the account or any other pertinent information provided by you or known by us. The next bill reflecting an actual reading will be based on the difference between total usage between prior and current actual meter readings, less estimates billed. The reading on the meter is conclusive as to the total usage.

c. Access to the Meter

In order to provide service, the 'AED' employees or agents must be allowed reasonable, unobstructed and safe access to the meter on your premises.

7. Payment Terms

1. Payment Obligation

Bills for electric service are rendered monthly and are due within 30 days of the bill date. The due date on your bill reflects the date by which the payment must be posted into our payment processing system. Amounts not posted by the next billing date are considered delinquent and a Late Payment Fee is added as specified in our **Schedule of Fees**. Failure to receive a bill that was sent to the US Mail or email address on file with us does not negate your responsibility to pay on time. Should you not receive a bill, please contact the Ashland Utility Office at (603) 968-3083.

When you make a payment, we consider the payment date to be the date when payment is credited to your electric account. In order to ensure that your payment is timely received and processed you should mail or deliver check and cash payments several days before the due date on the bill. Payments made electronically (customer portal), are usually credited to your electric account the following business day.

2. Payment Methods

We offer a variety of payment options (all in U.S. dollars) for your convenience including:

- a. In Person or By Mail: Cash, check, or money order at the Ashland Utility Office located at 6 Collins Street in Ashland, New Hampshire 03217.
- b. Online or Phone: Electronic check, debit or credit card
- c. Autopay: Online in the customer portal

3. Checks Returned from Banks

Checks (paper and electronic) credited to your electric account and returned to us unpaid by your bank will result in an additional Returned Check Fee per check per occurrence as specified in our [Schedule of Fees](#).

If you have two or more returned checks in a rolling 12 month period, we will no longer accept payment by personal check and will only accept payments made in cash, by bank check, by money order, or by credit card.

4. Payment Arrangements

We will work with you if you are unable to pay your bill due to unusual or severe circumstances. Payment arrangements are agreements between us that specify when and in what amounts you will make payments on an arrearage. Any delinquent balance subject to a payment arrangement may also be subject to a Late Payment Fee in accordance with our [Schedule of Fees](#).

5. Customer Portal

Our website provides secure access to your account, including monthly bills, payment options and monthly electric usage. To access your online account, you must register by clicking the Login link on our home page at https://login.munibilling.com/secure_sessions/new

6. Failure to Pay

If efforts in providing you with payment assistance fail, we may initiate disconnection proceedings in order to limit the potential negative effect on the department. The disconnection of your residential service for failure to pay, and provisions for restoration of service, are governed by the Town of Ashland and are outlined in **Section 8: Disconnection for Non-payment**.

If you have an outstanding balance due when you terminate service with us, or we terminate your service, we will attempt to collect this balance, including by transferring it to another active account of yours, within 45 days of issuing the Final Bill.

If you obtain service with us at some future date and are indebted to us for electric service previously furnished, you are responsible for any indebtedness within the prescribed statute of limitations.

8. Disconnection by the Ashland Electric Department for Non-payment

1. Authority

We recognize that our customers sometimes experience financial difficulties. When this happens, we do our best to help you find payment solutions, including developing budget plans, payment arrangements, and identifying assistance from other organizations. If our assistance efforts fail, we will need to initiate disconnection proceedings in order to limit the potential effect on our other customers. The disconnection of a customer for failure to pay is governed by the Town of Ashland. Consistent with those rules, we may issue a notice of intent to disconnect electric service for non-payment when:

- a. You fail to pay or establish a Payment Arrangement for a delinquent balance for utility service: or,
- b. You fail to pay a deposit or to provide an acceptable guarantee of the deposit.

The issuance of notices for disconnection of primary residences for delinquent balances are subject to the following conditions:

- 1. For non-winter bills (April 1 – November 14) – delinquent balances must exceed \$100 and must be at least 60 days past due;
- 2. For winter bills (November 15 – March 31) – delinquent balances must exceed \$225.

2. Disconnect Notice

We will mail a notice of intent to disconnect service at least 14 days prior to the effective date of disconnection and include the following information:

- a. The amount of the delinquent balance causing the disconnect notice.
- b. The date service will be disconnected.
- c. How you may question or contest the disconnect notice.

3. Payment Arrangements

If you are unable to pay the total delinquent balance that led to the disconnect notice, we will continue to provide service if you agree to a payment arrangement where you:

- a. Pay a reasonable portion of the delinquent balance as agreed.
- b. Pay the balance of the delinquency in reasonable installments as agreed; plus pay the current bill and all future current bills by the due date on the bill during the term of the agreement.

We will confirm all payment arrangements in writing and mail it to you within three business days of the date the arrangement is made once the agreement has been signed by both parties.

Should 'AED' and the customer be unable to come to an agreement on the payment arrangement, the customer shall be afforded the opportunity to appeal to the Town of Ashland Board of Selectmen for their consideration.

4. Discontinuance of Service

Should you fail to either pay the delinquent balance or enter into an acceptable payment arrangement, we will disconnect the electric service on or after the proposed disconnection date which is stated in the notice of intent to disconnect for non-payment. Disconnection for non-payment can occur during the following times:

- a. Residential customers – Between 8 AM and 3:30 PM, Monday – Thursday except on the day before and day of a federal or state holiday.
- b. Non-residential services – 8 AM – 3:30 PM Monday – Friday except on the day of a federal or state holiday.

Disconnection with no further notice may take place under the following conditions:

- a. If a payment arrangement made to postpone a pending disconnect for non-payment is not kept and the disconnect date has passed.
- b. When a payment is made to stop a pending disconnection or to reconnect service after a disconnection if the payment is returned for “Insufficient Funds” or “Stop Payment Ordered” or for similar reasons within your control.

5. Medical Emergency

Should you or a customer of your household have a medical condition that requires you to have electric service, we will work with you to continue service as soon as we are notified of the condition. Once notified, we will continue to provide service if you agree to a payment arrangement which will include additional flexibility to reflect the situation.

If we are notified that a service disconnection will result in a medical emergency, the disconnection will be temporarily postponed to allow you time to provide written verification from a registered physician of the medical emergency. The medical emergency notice allows for continuance of electric service only if you obtain a supporting physician's verification and also negotiate a payment arrangement. The medical notification to us may be written or made by telephone with written confirmation received by us within 15 days of the telephoned notification. The medical notification must be renewed annually at a minimum, or more frequently as determined by a treating physician. In the event that you do not negotiate a payment arrangement or comply with an existing arrangement, we may discontinue service after making personal contact with you and providing notice when the disconnection will occur, allowing time for you or the person with the medical emergency at your location to be moved to a safe location. We will obtain permission from the Town of Ashland Town Manager prior to disconnecting anyone with a medical emergency.

6. Winter Period

We will attempt to provide you with a minimum of 48 hours' notice in person at the property or by telephone to an adult who occupies the residence prior to disconnection during the winter termination period in addition to the notice of intent to disconnect service for non-payment.

7. Reconnection of Service After a Disconnection for Non-payment

We shall reconnect service upon your request when:

- a. The delinquent balance is paid, or you provide evidence of an agreement with a municipal official or another agency to pay the current bill and you enter into a payment arrangement for the unpaid delinquent balance.
- b. Payment is received for a deposit, if required. Please see **Terms and Conditions Section 4: Security Deposits**.
- c. Payment is received for the reconnection including a Reconnection After Disconnection for Non-payment Fee. Please see **Schedule of Fees**.

When you request reconnection on the same day that disconnection occurred, we will try to reconnect between the hours of 8:00 AM and 4:00 PM on the day of the request. When the request for reconnection is made after 4:00 PM or on a weekend or holiday or if the service has been disconnected for more than two days, we will attempt to make the reconnection the same day but are not required to do so unless a medical emergency exists in the household, reconnection after hours may be subject to additional fees.

8. Leased or Rental Property

We will not disconnect electric service to a landlord as customer of record if any part of that service is known by us to provide electric service to a residential tenant(s) unless we give written notice to the tenant(s). When we are aware that a residential tenant is receiving electric service from a landlord whose service we intend to disconnect, we will deliver written notice to the tenant(s) at least 10 days in advance of the proposed disconnection by means of a certified letter, of which any associated costs will be subject to collection prior to service being re-connected.

Upon learning that a tenant(s) has been erroneously disconnected without notice, we will promptly reconnect service at no cost to the tenant(s) and shall proceed with proper notice pursuant to this section.

9. Disconnection For Other Reasons

There are a variety of reasons for disconnecting service including failure to meet payment obligations (as discussed in **Section 8 Disconnection for Non-Payment**). Should you fail to meet your obligations, service may be disconnected, subject to the limitations established by regulation of the Town of Ashland, or not less than 14 days of written notice to you stating the reasons. We may remove our service/equipment from your premises whenever you:

1. Fail to comply with the provisions of any contract with us, (e.g., new construction agreement, or maintenance agreement), or fail to comply with the terms and conditions of service.
2. Fail to allow us to maintain our equipment serving your facility/home to the extent that it impacts public safety or the reliability of service to you and/or other customers.

3. Refuse our access to the premises for necessary inspection(s) of our property, including but not limited to reading of meters, testing or exchanging meters.
4. Fail to complete construction at your premises or make modifications to your premises such that there is an adverse impact on safe and reliable service.
5. Fail to perform any other obligation to us not covered above.

We are not required to provide prior notice of our intent to disconnect service if one of the following conditions exists:

1. You have obtained electric service in an unauthorized manner or used electric service fraudulently (e.g., altered our meter's functioning).
 2. You have clearly abandoned the property as demonstrated by the fact that the service address premises have zero usage for a period of at least 60 days.
 3. We determine that clear and present danger to life, health or physical property exists.
- We may at any time refuse to furnish service to you, when the operation of your equipment and apparatus interferes with the service to another customer.

Meter Tampering, Current Diversion or Unauthorized Reconnection.

We may pursue a criminal complaint under New Hampshire law for, among other things, the theft of services. Before reconnection of any service disconnected for meter tampering, current diversion, or unauthorized reconnection of service, you must comply with the following conditions:

1. Pay for all damages to our equipment and associated expenses.
2. Pay for all costs associated with the investigation including but not limited to meter department staff, line crew, or any other employee involved with, and resolution of, the investigation.
3. Pay an amount sufficient to cover estimated unauthorized electric service provided.
4. Pay the Reconnection Fee, if applicable, in accordance with the [Schedule of Fees, Charges and Rates](#).
5. Pay any required deposit as described in **Section 4 – Security Deposits**.
6. Pay a fee to cover the cost of testing the meter in accordance with the [Schedule of Fees, Charges and Rates](#).
7. Make required changes in wiring or equipment which, in our opinion, may be necessary for our protection.

10. Access to Your Premises

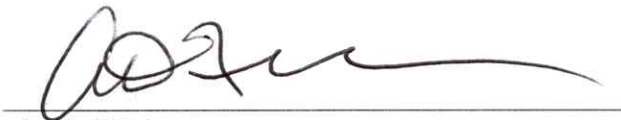
In order to provide you with our services, we must be allowed reasonable and safe access to our equipment located on your property. Only properly identified 'AED' employees (AED identification badge including photograph) and/or our agents (who will have similar identification) should be allowed access. Should there be obstacles to our ability to perform our duties, we may notify you in writing about the obstacle. Upon notice from us, you should have any obstacle removed. If the obstacle(s) is not removed, we may discontinue service to your location (See Section 9: Disconnection for Other Reasons) .

Under normal conditions, we will access your property only during business hours, but access during emergency conditions could occur at any time.

We strive at all times to use good judgment in protecting your interests and that of 'AED', while performing assigned duties in a responsible, safe and efficient manner. All equipment furnished by us shall be, and remain, the property of 'AED'. Customers, prospective customers, and their agents shall protect the property of 'AED'. In the event of loss or damage to our equipment arising from neglect or overt acts of the customer, prospective customer, or their agent, we may require that the cost of necessary repairs or replacement be paid by the responsible party.

The Town of Ashland, Ashland Electric Department Terms and Conditions was adopted by the Ashland Board of Selectmen on August 17th, 2026.

Ashland Board of Selectmen,


Andy Fitch
Ann Barney

Jennie Angell


Steve Heath
Steve Felton