NHPUC NO. 1 - GAS

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP., D/B/A
LIBERTY UTILITIES

TARIFF

FOR

KEENE DIVISION

IN

THE STATE OF NEW HAMPSHIRE

D-06-SL

Dated: January 5, 2015
Effective: January 2, 2015

Issued by: Daniel G. Saad
Title: President

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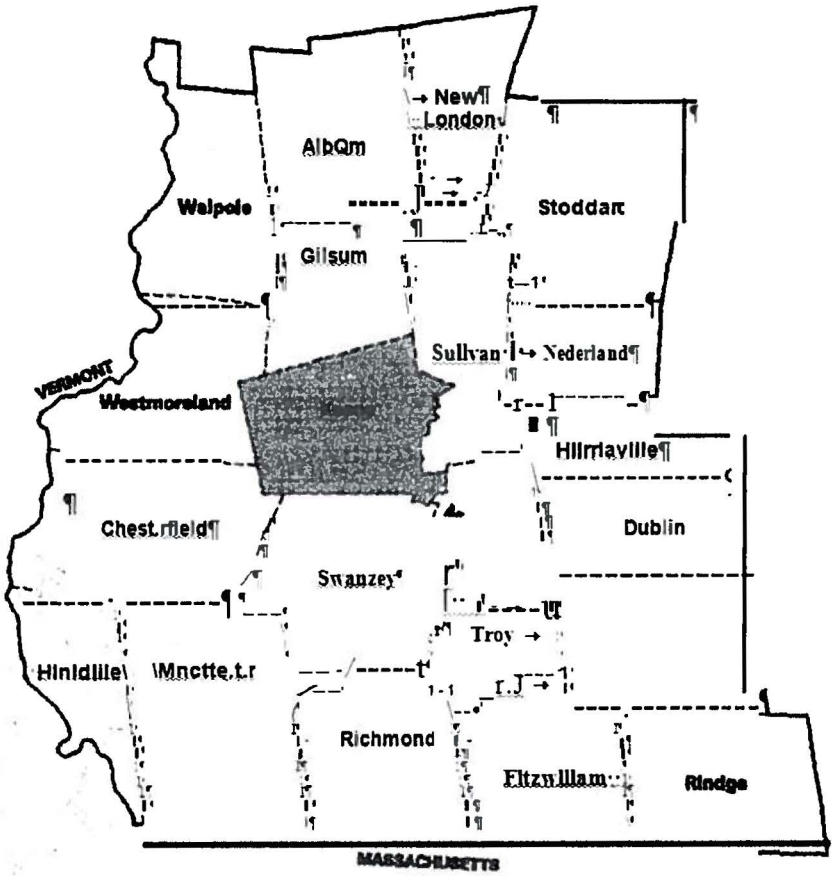
SERVICE AREA

The territory authorized to be served by this Company and to which this Tariff applies is as follows: the complete area of the City of Keene.

CHESHIRE COUNTY, NH



TERMS AND CONDITIONS

1. GENERAL

1. (a) Filing. A copy of this tariff is on file with the New Hampshire Public Utilities Commission and is open to inspection at the offices of the company.

1. (b) Revisions. This tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the rules of the New Hampshire Public Utilities Commission and such changes, when effective, shall have the same force as the original tariff.

1. (c) Application. The tariff provisions apply to everyone lawfully receiving gas service from the company under the rates herein and receipt of gas service shall constitute the receiver a customer of the company as the term is used herein whether service is based upon contract, agreement, accepted signed application, or otherwise.

1. (d) Statement by Agents. No representative has authority to modify a tariff rule or provision or to bind the company by a promise or representation contrary thereto.

1. (e) No Prejudice of Rights. The failure of the company to enforce any of the terms of this tariff shall not be deemed a waiver of its right to do so.

1. (f) Gratuities to Employees. The company's employees are strictly forbidden to demand or accept any personal compensation or gifts for service rendered by them while working for the company on the company's time.

1. (g) Advance Payments. Payments to the company for charges provided in these rules and regulations to be borne by the customer shall be made in advance.

1. (h) Assignment. Subject to the rules and regulations, all contracts by the company shall be binding upon, and oblige, and inure to the benefit parties hereto.

2. CHARACTER OF SERVICE

2. (a) Gas Supply. This tariff applies only to the supply of gas at the company's standard heat content value, adjusted for temperature and pressure, in the locality in which the premises to be served are situated.

2. (b) Delivery of Gas Supply. The rates specified in this tariff are based upon the supply of service to a single customer through one delivery and metering point.

2. (c) Combined Service on Same Property. A single customer may be permitted to take service at two or more locations on the same premises or property provided that the customer shall pay the cost of all additional service connections required. Service so used will be combined for billing purposes.

2. (d) Use of Service at Separate Properties. The use of service at two or more separate properties will not be combined for billing purposes.

3. CUSTOMER'S INSTALLATION

3. (a) Point of Delivery. Upon request, the company will designate a point at which the customer shall terminate his piping for connection to the meter of the company but such information does not constitute an agreement or obligation on the part of the company to furnish service.

3. (b) Space for Meter. The customer shall provide, free of expense to the company, a dry, warm, and otherwise suitable place for the regulator or regulators, meter or meters, or other equipment of the company which may be necessary for the fulfillment of such contracts as may be entered into with the company.

3. (c) Location of Meter. The space provided for the company's meters and equipment shall be of convenient access to the company's employees and as near as possible to the point where the service supply pipe enters the customer's building. Its location shall be such that the meter connections are not concealed by plaster or sheathing and shall be otherwise acceptable to the company.

3. (d) Reverse Flow. The customer may be required to install check valves or other devices to prevent compressed air or other gases from entering the company's mains.

4. APPLICATION FOR SERVICE

4. (a) Service Contract. Every applicant for gas service may be required to sign a contract, agreement, or other form then in use by the company covering the special circumstances of his use of gas and must agree to abide by the rules and regulations and standard requirements of the company.

4. (b) Right to Reject. The company may reject any application for service which would involve excessive cost to supply, or which might affect the supply of service to other customers, or for other good and sufficient reasons.

4. (c) Special Contracts. Standard contracts shall be for terms as specified in the statement of the rate but where large or special investment is necessary for the supply of service, contracts of longer term than specified in the rate, or with a special guarantee of revenue, or both, may be required to safe-guard such investment.

4. (d) Unauthorized Use. Unauthorized connection to the company's gas service supply facilities, and/or the use of service obtained from the company without authority, or by any false pretense, may be terminated by the company without notice. The use of service without notifying the company and enabling it to read its meter will render the user liable for any amount due for service supplied to the premises from the time of the last meter reading of the company's meter immediately preceding his occupancy as shown by the company's books.

5. CREDIT

5. (a) Prior Debts. Service will not be furnished to former customers until any indebtedness to the company for previous service has been satisfied.

5. (b) Deposits. Before rendering or restoring service, the company may require a security deposit. Conditions for such deposit will be in compliance with Puc 1203.03.

Interest shall be payable by the company on all deposits held six (6) months or longer at a rate equal to the base rate on corporate loans at large U.S. money center commercial banks (Prime Rate). Said Prime Rate is to be fixed on a quarterly basis for periods ending March, June, September and December of any given year. The Prime Rate is to be established as reported in The Wall Street Journal on the first business day of the month preceding the calendar quarter. If more than one Prime Rate is reported in The Wall Street Journal, the average of the reported rates shall be used. Customer accounts shall be credited with simple annual interest and paid upon the refund of deposit.

6. SERVICE EXTENSION TERMS AND CONDITIONS

6. (a) Mains and Services. In areas where the company is authorized to operate, subject to other provisions of this tariff, service is available as described below:

(1) Residential.

Existing Mains: Service is available without a contribution when the length of service is eighty (80) feet or less per customer (or an average of eighty (80) feet or less when multiple customers are connected) and there are no abnormal costs, as defined below.

Main Extension: Service is available without a contribution when the twenty-five percent (25%) test is met and there are no abnormal costs, as described below.

(2) Non-Residential. Regardless of whether service is taken from an existing main or if a main extension is required, service is available without a contribution when the twenty-five percent (25%) test is met and there are no abnormal costs, as described below.

(3) Twenty-Five Percent (25%) Test. The twenty-five percent (25%) shall be calculated as follows:

When the Company's estimate of the net annual revenue from the customer exceeds twenty-five percent (25%) of the company's estimate of construction cost, no contribution toward the cost of the main or service extension shall be deemed necessary from the customer.

Net annual revenue is the total annual revenue less the weighted average cost of gas.

(4) Contribution in Aid of Construction (CIAC). Service is available to customers who do not meet the above twenty-five percent (25%) test provided that the customer(s) make a contribution to reduce the company's investment. Such contribution may be apportioned by agreement among the customers served.

The amount of contribution will be the difference between the construction cost and twenty-five percent (25%) of the net annual revenue. Unless otherwise agreed to by the company, the contribution is required before construction is commenced. The contribution will be based on the company's estimates of construction cost and net annual revenue.

The company will refund the contribution received that is in excess of the contribution needed. The contribution needed is based on actual construction cost and actual net revenue for the first twelve (12) months of service ending April.

(5) Abnormal Costs. Where costs for any main or service extension are expected to be higher than normal, the customer may be required to contribute for the amount by which the costs exceeds that which is considered normal. Such abnormal costs would include costs attributable to frost, ledge, ditching, backfill and/or other conditions not uniformly encountered in service and/or main construction and that are peculiar to the particular service and/or main construction concerned.

6. (b) Shortest Distance. Services are run the shortest safe practical distance to the premises. However, a customer may have the company install a longer alternate service provided that the customer defrays the extra expenses.

6. (c) Winter Construction. Ordinarily no new service pipes or main extensions are installed during winter conditions (when frost is in the ground) unless the customer defrays the extra expenses.

6. (d) Perpetual Easement. Before installing a main or service the company may require a perpetual easement to install and maintain the main or service.

6. (e) Reasonable Duration and Non-Discrimination. Under none of the foregoing provisions will the company be required to install service pipes or to construct main extensions where the business to be secured will not be of reasonable duration or will tend, in any way, to constitute discrimination against other customers of the company.

7. INTRODUCTION OF SERVICE

7. (a) Defective Installation. The company may refuse to connect if, in its judgment, the customer's installation is defective, or does not comply with such reasonable requirements as may be necessary for safety, or is in violation of the company's standard requirements.

7. (b) Unsatisfactory Installation. The company may refuse to connect if, in its judgment, the customer's equipment or use thereof might injuriously affect the equipment of the company or the company's service to other customers.

8. COMPANY EQUIPMENT ON CUSTOMER'S PREMISES

8. (a) Meters and Regulators. The company shall furnish and install, maintain and own, any meter or meters, regulator or regulators, required in the supply of service.

8. (b) Customer's Responsibility. The customer shall be responsible for safekeeping of the company's property while on the customer's premises. In the event of injury or destruction of any such property the customer shall pay the costs of repairs and replacements.

8. (c) Protection by Customer. The customer shall protect the equipment of the company on his premises and shall not permit any persons, except a company employee having a standard badge of the company or other company identification, to break any seals upon or do any work on any meter, service supply pipe, or other equipment of the company located on the customer's premises.

8. (d) Tampering. In the event of the company's meter or other property being tampered with or interfered with, the customer being supplied through such equipment shall pay the amount which the company may estimate is due for service used but not registered on the company's meter and for any repairs or replacements required as well as for costs of inspections, investigations, and protective installation.

8. (e) Right of Access. The company's identified employees shall have access to the premises of the customer at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to the company.

8. (f) Ownership and Removal. All equipment supplied by the company shall remain its exclusive property and the company shall have the right to remove the same from the premises of the customer at any time after the termination of service from whatever cause.

9. SERVICE CONTINUITY

9. (a) Regularity of Supply. The company will use reasonable diligence to provide a continuous, regular, and uninterrupted supply of service but should the supply be interrupted by the company for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public; or should the supply of service be interrupted or fail by reason of accident, strike, legal process, State or Municipal interference, or any cause whatsoever beyond its control, the company shall not be liable for damages, direct or consequential, resulting from such interruption or failure.

9. (b) Notice of Trouble. The customer shall send written notice to the office of the company immediately should the service be unsatisfactory for any reason or should there be any defects, leaks, trouble, or accident affecting the supply of gas.

10. CUSTOMER'S USE OF SERVICE

10. (a) Resale Forbidden. The customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of to others gas purchased from the company or any part thereof without the consent of the company. This rule does not apply to a public utility company purchasing gas in bulk expressly for the purpose of distributing it to others.

10. (b) Fluctuations. Gas service must not be used in such a manner as to cause unusual fluctuations or disturbances in the company's supply system. In the case of violation of this rule, the company may discontinue service, or require the customer to modify his installation, and/or equip it with approved controlling devices.

10. (c) Additional Load. The service supply pipe, regulators, meters, and equipment supplied by the company for each customer have definite capacities. The customer shall notify the company of substantial changes in service requirements or location of appliances.

11. INSPECTIONS

11. (a) Company's Right to Inspect. The company shall have the right, but shall not be obliged, to inspect any installation before service is introduced or at any time later and reserves the right to reject any piping or appliances not in accordance with the company's standard requirements. However, such inspection, or failure to inspect or to reject, shall not render the company liable or responsible for any losses or damage resulting from defects in the installation, piping, or appliances, or from violation of company rules, or from accidents which may occur upon the premises of the customer.

12. MEASUREMENT

12. (a) Supply of Meters. In accordance with Puc 505.01, the measurement of gas service shall be by meters furnished and installed by the company. The company will select the type and make of metering equipment and may, from time to time, change or alter the equipment -- its sole obligation being to supply meters that will accurately and adequately furnish records for billing purposes.

12. (b) Special Measurements. The company shall have the right, at its option and its own expense, to place demand meters, pressure gauges, special meters, or other instruments on the premises of any customer for the purpose of determining the adequacy of the company's service or for making tests of all or any part of the customer's load.

13. TESTS

13. (a) Meter Tests. Meters will be tested according to Puc 505.04.

13. (b) Request Tests. Meters in use will be tested at the request of the customer in accordance with Puc 505.04. The fee for a customer-requested meter test is twenty dollars ($20.00) when scheduled at the mutual convenience of the Company and the customer; otherwise the fee is thirty dollars ($30.00).

13. (c) Adjustments for Error. Should any meter become defective or fail to register correctly, the quantity of gas consumed will be determined in accordance with Puc 505.06.

14. STANDARD PAYMENT TERMS

14. (a) Billing Period. Meters will be read and billings will be rendered monthly.

14. (b) Payment Period. Bills are due upon presentation.

14. (c) Estimated Bills. When the company's meter readers are unable to gain access to customer's premises on any regular reading date for the purpose of reading the meter, the company may, for the convenience of the customer, render an estimated bill subject to the privilege of the customer to defer payment until an actual meter reading has been secured and bill rendered therefore.

15. DISCONNECTION BY THE COMPANY

15. (a) Disconnection by the Company. The Company may disconnect its service to a customer for violation of its rules subject to Puc 1203.11 and 1203.12.

15. (b) Non-Payment Shut-Off. The company may disconnect its service on reasonable notice and remove its equipment in case of non-payment of bill pursuant to Puc 1203.11.

15. (c) Shut-Off for Cause. Pursuant to Puc 1203.11, the company may disconnect its service on reasonable notice if entry to its meter or meters is refused, or if access thereto is obstructed or hazardous, or for other violation of these rules and regulations or the company's standard requirements.

15. (d) Safety Shut-Off. The company may disconnect without notice if the customer's installation has become dangerous or defective.

15. (e) Defective Equipment Shut-Off. The company may disconnect without notice if the customer's equipment or use thereof might injuriously affect the equipment of the company or the company's service to other customers.

15. (f) Shut-Off for Fraud. The company may disconnect without notice for abuse, fraud, or tampering with the connections, meters, or other equipment of the company.

15. (g) Reconnection Charge. Pursuant to Puc 1203.13, a charge of twenty dollars ($20.00) will be made for reconnection of service discontinued by the company under Puc 1203.11 and 1203.12, payable in advance, in addition to all arrears under the customer's contract before service will be restored except when it has been necessary to dig up the service pipe or connection to effect discontinuance of service. In such cases, the reconnection charge shall be the cost of removal and restoration of service pipe or connection.

16. CANCELLATION BY CUSTOMER

16. (a) Termination Notice. Customers who have fulfilled their contract term and wish to discontinue service must give at least three (3) days written notice to that effect.

17. COST OF GAS

17. (a) Purpose. To permit the company to charge its customers with the cost of gas purchased or produced. a cost of gas rate will be applied to all firm gas billed under this tariff as calculated on the appropriate pages.

17. (b) Application. A cost of gas rate will be calculated for the winter heating period, defined as the period from November 1 through April 30, and a cost of gas rate will be calculated for the summer period, defined as the period from May 1 through October 31.

The winter cost of gas rate will be applied to billings commencing with the first November revenue billing cycle; the summer cost of gas rate will be applied to billings commencing with the first May revenue billing cycle.

17. (c) Calculation. The amount of the cost of gas rate is the anticipated unit cost of gas sold.

At the conclusion of each winter and summer period the company will calculate the extent that cost of gas revenues are greater or less than actual unit costs of gas compared with the anticipated unit costs. The calculated difference (actual gas sales volumes multiplied by the difference between actual and anticipated unit costs) will be carried forward into the computation of the cost of gas rate for the corresponding winter or summer period.

Any excess revenue collected, as determined above, will earn interest as specified by the Commission.

17. (d) Changes. The cost of gas rate may be adjusted without further Commission action based on the projected over-/under-collection of gas costs, the adjusted rate to be effective the first of the month. Any such rate adjustments may not exceed a maximum rate of 25 percent above the approved rate, but there is no limit on the amount of any rate reductions.

17. (e) Refunds. When refunds are made to the company by its suppliers that are applicable to increased charges collected under this provision, the company will make appropriate refunds to its customers and as the Commission may direct.

17. (f) Reporting. The company shall submit to the Commission, at least 30 days prior to the effective date, the proposed winter and summer period cost of gas rate computation. Any monthly adjustments to the cost of gas rate must be filed five (5) business days prior to the first day of the subsequent month (the effective date of the new rate).

The cost of gas rate shall be computed to the nearest one hundredth cent per therm and shown on customers' bills.

17. (g) Fixed Price Option Program. An alternative to the traditional winter period cost of gas rate mechanism may be elected by the customer pursuant to the company's Fixed Price Option (FPO) Program. The company may offer up to 50% of its expected firm sales for the winter period under the FPO Program. The cost of gas charge offered under the FPO Program will remain fixed for all winter period billings commencing November 1 and ending April 30 of the effective winter period. Once elected, customers must remain on the FPO Program for the duration of the winter period unless service is terminated. There are no maximum or minimum usage levels. Customers may enroll in this Program by contacting the company between the October 1 and October 19 period immediately preceding the effective winter period.

18. ATTACHMENT POLICY

Applications for new service will be conditioned upon the availability of the Company's system capacity and gas supply.

GENERAL RATE SCHEDULE
RESIDENTIAL

AVAILABILITY:
This rate is for general use in locations reached by the company's mains and for which its facilities are adequate.

CHARACTER OF SERVICE:
Manufactured gas or equivalent will be supplied at a heat content value greater than or equal to the heat content value specified on Original Page 17.

DELIVERY RATES:

		Annual Period November - October	
Customer Charge		$9.00	Per Month
First 80	Therms Per Month	$1.1522	Per Therm
Next 120	Therms Per Month	$0.9442	Per Therm
Over 200	Therms Per Month	$0.7946	Per Therm

COST OF GAS RATE:
All gas sold under this schedule is subject to the applicable per therm cost of gas rate which is calculated on Page 18 for the Winter Period and Page 19 for the Summer Period.

METER ACCOUNT CHARGE:
When the company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is made in addition to all other charges. The meter account charge is $20.00 when the visit to the meter location is scheduled at the mutual convenience of the company and the customer. Otherwise, the charge is $30.00

TERMS AND CONDITIONS:
This rate is net. Meters are read and bills are presented monthly. Bills are due upon presentation.

Amounts not paid prior to the next following meter reading date (normally 30 days from the prior meter reading date) are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance (equivalent to an 18% annual rate).

For each bad check tendered for payment, the company will charge the greater of five dollars ($5.00) or the actual administrative cost of recovery.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period. Service under this rate is subject to the rules and regulations of the New Hampshire Public Utilities Commission.

Service under this rate is subject to the published tariff, terms and conditions presently effective, or as filed from time to time, with the New Hampshire Public Utilities Commission.

GENERAL RATE SCHEDULE
INDUSTRIAL AND COMMERCIAL

AVAILABILITY:
This rate is for general use in locations reached by the company's mains and for which its facilities are adequate.

CHARACTER OF SERVICE:
Manufactured gas or equivalent will be supplied at a heat content value greater than or equal to the heat content value specified on Original Page 17.

DELIVERY RATES:

		Annual Period November - October	
Customer Charge		$18.00	Per Month
First 80	Therms Per Month	$1.1522	Per Therm
Next 120	Therms Per Month	$0.9442	Per Therm
Over 200	Therms Per Month	$0.7946	Per Therm

COST OF GAS RATE:
All gas sold under this schedule is subject to the applicable per therm cost of gas rate which is calculated on Page 18 for the Winter Period and Page 19 for the Summer Period.

METER ACCOUNT CHARGE:
When the company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is made in addition to all other charges. The meter account charge is $20.00 when the visit to the meter location is scheduled at the mutual convenience of the company and the customer. Otherwise, the charge is $30.00

TERMS AND CONDITIONS:
This rate is net. Meters are read and bills are presented monthly. Bills are due upon presentation.

Amounts not paid prior to the next following meter reading date (normally 30 days from the prior meter reading date) are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance (equivalent to an 18% annual rate).

For each bad check tendered for payment, the company will charge the greater of five dollars ($5.00) or the actual administrative cost of recovery.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period. Service under this rate is subject to the rules and regulations of the New Hampshire Public Utilities Commission.

Service under this rate is subject to the published tariff, terms and conditions presently effective, or as filed from time to time, with the New Hampshire Public Utilities Commission.

STANDARD HEAT CONTENT VALUE

Propane-air gas will be used to meet the needs of the Keene customers.

The standard heat content value for the propane-air gas sold will be 0.74 therms per hundred cubic feet and will apply to all bills rendered for the same meter reading month.

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP D/B/A LIBERTY UTILITIES - KEENE DIVISION

Calculation of the Cost of Gas Rate

Period Covered: Winter Period November 1, 2016 through April 30, 2017

Projected Gas Sales - therms			1,014,258
Total Anticipated Cost of Propane Sendout			$1,130,275
Add:	Prior Period Deficiency Uncollected	$394,761	
	Interest	$11,757	
Deduct:	Prior Period Excess Collected	$0	
	Interest	$0	
	Prior Period Adjustments and Interest		$406,518
Total Anticipated Cost			$1,536,793

Cost of Gas Rate

Non-Fixed Price Option Cost of Gas Rate (per therm)	$1.5152
Fixed Price Option Premium	$0.0200
Fixed Price Option Cost of Gas Rate (per therm)	$1.5352
Non-Fixed Price Option Cost of Gas Rate - Beginning Period (per therm)	$1.5152
Mid Period Adjustment - December 1, 2016	$0.1013
Mid Period Adjustment - January 1, 2017	$0.1529
Revised Non-Fixed Price Option Cost of Gas Rate - Effective January 1, 2017 (per therm)	$1.7694

Pursuant to tariff section 17(d), the Company may adjust the approved cost of gas rate upward on a monthly basis to the following rate:

Maximum Cost of Gas Rate - Non-Fixed Price Option (per therm)	$1.8940

Issued: December 21, 2016
Effective: January 1, 2017

Issued By: /s/ James M. Sweeney
James M. Sweeney
President

In Compliance with DG 16-812, Order No. 25,960

CALCULATION OF THE SUMMER COST OF GAS RATE

Period Covered: Summer Period May 1, 2016 through October 31, 2016

Projected Gas Sales - therms			326,680
Total Anticipated Cost of Propane Sendout			$288,281
Add:	Prior Period Deficiency Uncollected	$0	
	Interest	$0	
Deduct:	Prior Period Excess Collected	($153,941)	
	Interest	($3,041)	
	Prior Period Adjustments and Interest		($156,982)
Total Anticipated Cost			$131,299
Cost of Gas Rate - Beginning Period (per therm)			$0.4019
Mid Period Adjustment - October 1, 2016			$0.1005
Revised Cost of Gas Rate - Effective October 1, 2016 (per therm)			$0.5024

Pursuant to tariff section 17(d), the Company may adjust the approved cost of gas rate upward on a monthly basis to the following rate:

Maximum Cost of Gas Rate (per therm)	$0.5024

Dated: September 22, 2016
Effective: October 1, 2016

Issued By: /s/ David R. Swain
Title: President