

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. d/b/a LIBERTY UTILITIES

ELECTRICITY DELIVERY SERVICE TARIFF - NHPUC NO. 20

SUPERSEDING

ELECTRICITY DELIVERY SERVICE TARIFF NHPUC NO.19

Applicable

in

Various towns and cities in New Hampshire,

served in whole or in part.

(For detailed description, see Service Area)

Issued: November 18, 2016

Issued by: /s/David R. Swain

David R. Swain

Effective: XXX X, 2017

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Authorized by NHPUC Order No. \_\_\_\_\_ in Docket No. DE 16-383, dated \_\_\_\_\_, 2017

077

NHPUC NO. 20 - ELECTRICITY DELIVERY

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TERMS AND CONDITIONS FOR DELIVERY SERVICE

1. Service Area

The territory authorized to be served by this Company and to which this Tariff applies is as follows:

Acworth\*  
Alstead\*  
Atkinson\*  
Bath\*  
Canaan\*  
Charlestown\*  
Cornish\*  
Derry\*  
Enfield\*  
Grafton\*  
Hanover\*  
Langdon\*  
Lebanon  
Lyme\*  
Marlow\*  
Monroe\*  
Orange\*  
Pelham\*  
Plainfield\*  
Salem  
Surry\*  
Walpole  
Windham\*

\* Served in part.

The above enumerates the towns served but does not mean that service is available throughout the entire area of each town specified.

Limited areas of the towns so identified above are as shown on the maps filed separately with the Commission and incorporated in this tariff by reference.

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## 2. Definitions

The following words and terms shall have the following meanings when used in this Tariff, including in any agreements entered into under this Tariff:

**Application:** A request by a Customer for Delivery Service pursuant to the provisions of this Tariff.

**Commission:** The New Hampshire Public Utilities Commission.

**Company:** Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities.

**Customer:** Any person, firm, corporation, cooperative marketing association, utility or government unit or sub-division of a municipality or of the state or nation supplied with Delivery Service by the Company. Each Delivery Service account shall be considered a separate and distinct Customer.

**Energy Service (“Energy Service”):** Electric energy, ancillary services and capacity supplied to a Customer who is not receiving ~~Energy Generation~~ Service from a Competitive Electric Power Supplier or receiving Self Supply Service. Energy Service shall be provided in accordance with Energy Service Tariff and shall be provided in conjunction with the applicable Delivery Service Rate Schedule.

**Delivery Service:** The delivery of electric power by the Company to a Customer under this Tariff.

**Electronic Enrollment:** A request submitted electronically to the Company by a Supplier for the initiation of Supplier Service to a Customer.

**FERC:** The Federal Energy Regulatory Commission.

**Force Majeure:** Any cause beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure. It shall include, without limitation, sabotage, strikes or other labor difficulties, soil conditions, riots or civil disturbance, acts of God, acts of public enemy, drought, earthquake, flood, explosion, fire, lightning, landslide, sun storms or similarly cataclysmic occurrence, or appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof. Economic hardship of either Party shall not constitute a Force Majeure under this Tariff.

**Local Network:** The distribution facilities which are owned, leased and maintained by the Company, which are located in the state of New Hampshire and that are used to provide Delivery Service under this Tariff.

**Month:** Whenever reference is made to electricity delivered or a payment to be made “in any month”, “each month” or “per month”, it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

**Parties or Party:** Liberty Utilities and/or one or more Customers under this Tariff.

**Payment Agent:** Any third-party authorized by a Customer to receive and pay the bills rendered by the Company for service under this Tariff.

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**Rate Schedule:** The Rate Schedules included as part of this Tariff.

**Specifications for Electrical Installations booklet:** The booklet prepared by the Company to establish standardized rules and regulations for the installation of electric service connections within the Company's Service Area. The booklet is available online here <https://new-hampshire.libertyutilities.com/acworth/commercial/electricity-partners.html>.

**Self-Supply Service:** Electric energy, ancillary services and capacity purchased by a Customer directly from the New England wholesale electric market managed by ISO-NE.

**Tariff:** This Delivery Service Tariff and all Rate Schedules, appendices and exhibits to such Tariff.

### 3. General

The Company undertakes to render dependable Delivery Service in accordance with this Tariff, of which these Terms and Conditions are a part, as on file from time to time with the Commission and legally in effect; such undertaking being subject to the applicable rules and regulations of the Commission and to the Company's Specifications for Electrical Installations booklet.

Although the Company will endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, Delivery Service is subject to variations in its characteristics and/or interruptions to its continuity. Therefore, the characteristics of the Delivery Service may be varied and/or such service to any Customer or Customers may be interrupted, curtailed, or suspended in the following described circumstances; and the obligations of the Company to render service under this Tariff are subject to such variance, interruption, curtailment, or suspension:

- i. When necessary to prevent injury to persons or damage to property.
- ii. When necessary to permit the Company to make repairs to or changes and improvements in a part or parts of the Company's 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 impracticable or would prolong a dangerous situation.
- iii. When conditions in a part or parts of the interconnected generation-transmission system of which the Company's facilities are a part make it appear necessary for the common good.
- iv. When such variance, including a reversal of supply, or such interruption, curtailment or suspension is a result of Force Majeure as defined in this Tariff and any cause except willful default or neglect on the Company's part.

The Company shall not be responsible for any loss, cost, damage or expense to persons and/or property resulting therefrom.

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The Company does not undertake to regulate the voltage or frequency of its service more closely than is standard commercial practice or required by the rules of the Commission. If the Customer requires regulation of voltage or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at the Customer's expense.

4. Availability

Delivery Service shall be available to a Customer who has made an Application and has satisfied all of the requirements of this Tariff. Delivery Service shall be available solely for the delivery of electricity from a Supplier to a Customer or for the delivery of Energy Service or Self-Supply Service to a Customer.

In the event that a Customer is not receiving Self-Supply Service and is not receiving Supplier Service from a Supplier for any reason, the Company will arrange Energy Service provided the Customer has satisfied all the requirements for service under this Tariff.

5. Application, Contract and Commencement of Service

Application by the Customer for Delivery Service may be made to the Company at any time. Whether or not an Application for service is made by the Customer and accepted by the Company, the rendering of the service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the Tariff, as in effect from time to time, applicable to the service.

Except as otherwise specifically provided for under a Rate Schedule, all rates are predicated on a period of service at one location of not less than twelve (12) consecutive months, with monthly billing and monthly payment. The rendering of bills to Customers under this Tariff shall be performed exclusively by the Company.

6. Deposits, Payments, Refusal or Discontinuance of Service

The Company, to protect against loss, may require a satisfactory cash deposit or other guarantee as a condition of new or continuing service. No deposit shall be less than ten (10) dollars nor more than the estimated charge for utility service for a period of two (2) high-use billings periods, exclusive of the highest-use billing period, and calculated pursuant to New Hampshire Administrative Rules Puc 1203.03(l)(1). The Customer shall have the opportunity to pay the deposit in three (3) equal monthly installments, with the first payment due immediately, the second payment due within thirty (30) days and the final payment due within sixty (60) days, provided that the first payment shall be for no more than the charge for one month's utility service calculated as provided in Puc 1203(l)(1)(b); and the second and third payments shall be in equal installments of the remainder due.

All deposits shall accrue simple annual interest from the date of deposit to the date of termination of service by the customer. Interest shall accrue at a rate equal to the prime rate. When a deposit has been held longer than 12 months, interest shall be paid to the customer or credited to the customer's current bill not less than annually. The entire deposit plus interest

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accrued shall be refunded when all bills have been paid without arrearage for 12 consecutive months for a residential customer and 24 consecutive months for a non-residential customer. With the agreement of the customer, deposits plus the interest accrued thereon may be applied against the current bills until the balance of the deposit is exhausted. Upon termination of service, the deposit plus interest accrued less any amount due the utility shall be refunded within 60 days of the date of termination.

Charges for service under rates in this Tariff are predicated upon monthly billing, which as far as practicable will be thirty (30) days apart, and will be due upon presentation of bill. The Company may discontinue service for non-payment after a bill, or a portion thereof, becomes thirty (30) days overdue, or for other good cause, in accordance with applicable statutes and the rules and regulations of the Commission in effect at the time. Service to the Customer may be discontinued at the location where the Company furnished the service for which the overdue bill was rendered; or, if service is no longer being furnished to the Customer at that location, the Company may discontinue service at the current location, if the debt is uncontested and accrued within the past three years, subject to the Commission's Rules and Regulations.

When service has been disconnected for nonpayment, the Company may make a reasonable charge for reconnection before service is restored.

Except as otherwise specifically provided in any agreement between the Company and the Customer, charges for service furnished under this Tariff shall continue until such time as the Company shall receive reasonable notice from the Customer of a desire to terminate the service. The date of termination shall be the date specified by the Customer but not sooner than four business days from the date the Customer notified the Company.

The Company may require an applicant, as a condition of new service, to enter into a reasonable repayment plan for an uncontested debt owed to the Company within the past three years. Uncontested debt shall include any amounts for services provided by the Company for any amounts for Delivery Service and any Energy Service furnished to the applicant.

Whenever a Customer makes payment to the Company for service under this Tariff with a check or draft that is not accepted by the institution on which it is written, the Company shall make a charge to the Customer of either \$15.00 or the actual administrative cost of recovery, whichever amount is greater.

#### 7. Failure of Payment Agent to Remit Payment

A Customer who has elected to use a Payment Agent shall be treated in the same manner as other Customers in the Company's application of the applicable statutes, rules and regulations of the Commission and the terms and conditions of this Tariff, notwithstanding any failure of the Payment Agent to remit payment to the Company or any failure of the Payment Agent to forward to the Customer any Company notices, bill inserts or other written correspondence. The Customer shall be solely responsible for all amounts due, including, but not limited to, any late payment charges.

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8. Refusal to Serve

The Company reserves the right to refuse to supply Delivery Service to new Customers or to supply additional load to any existing Customer if it is unable to do so under a Rate Schedule or if it is unable to obtain the necessary equipment and facilities or capital required for the furnishing of such service. The Company may refuse to supply Delivery Service to load of unusual characteristics which might affect the cost or quality of service supplied to other Customers of the Company. The Company may require a Customer having such unusual load to install special regulating and protective equipment in accordance with the Company's specifications as a condition of service.

~~————The Company reserves the right to reject any Application for service if the amount or nature of the service applied for, or the distance of the premises to be served from an existing suitable distribution line, or the difficulty of access thereto, is such that the estimated income from the service applied for is insufficient, under any of the Company's applicable rates, to yield a reasonable return to the Company, unless such Application is accompanied by (a) a cash payment or (b) an undertaking satisfactory to the Company guaranteeing a stipulated revenue for a definite period of time, or both (a) and (b).~~

9. Service Connection and Reconnection Charges

A service connection fee shall be charged to all customers requesting new service.

Service Connection Charge - No Field Visit Required.....\$20.00  
Service Connection Charge – Field Visit Required.....\$35.00

The Company shall have the right to discontinue its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance, all customers shall be charged a reconnection fee.

Service Reconnection Charge.....\$35.00

A fee to establish or reestablish service outside of normal working hours which requires the Company to send an employee to the meter location shall be charged.

Establish or Reestablish Service Outside of Normal Business Hours Charge.....\$70.00

A fee may be assessed when it is necessary to send an employee to the Customer location to collect a delinquent bill. This charge shall apply regardless of any action taken by the Company including accepting a payment, making a deferred payment arrangement or leaving a collection notice at the Customer's premises.

Delinquent Bill Collection Charge.....\$35.00

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10. Determination of the Demand

The "Maximum Demand" or "Customer's Load," which shall be stated in kilowatts or kilovolt-amperes as specified in the applicable Rate Schedule, is defined as the greatest rate of taking Delivery Service during ~~the~~ specified interval.

Where a Rate Schedule requires determination of maximum demand, it shall be determined by measurement or estimated as provided by the Rate Schedule or, where applicable, by the provisions of the following paragraph of this section. The Company shall not be obligated, for any reason, to use the demand values measured or estimated by any other entity in the determination of maximum demand.

When the nature of the Customer's load is of an intermittent, instantaneous or widely fluctuating character such as to render demand meter readings of doubtful value as compared to the actual capacity requirements, the demand may be determined on the basis of a time interval less than that specified, or on the basis of the minimum transformer capacity necessary to render the Delivery Service, or the minimum protective device rating necessary to permit continuous uninterrupted service. In all such instances, the Company will record the basis of demand determination.

11. Fluctuating Load Policy

In certain instances, extremely fluctuating loads or harmonic distortions which are created by customer's machinery may cause a deterioration of the Company's service to its other customers. Since service for such loads may require new facilities or the rearrangement of existing facilities, the Company will approve the connection of such apparatus to the Company's facilities only after it has determined that the apparatus meets the Specifications for Electrical Installations booklet.

If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered. Charges for billing for electricity supplied will be as provided in the rate plus an amount equal to \$2.76 per month per KVA of transformer needed.

If the Company does not furnish a separate connection for such load but does install additional transformer capacity, other new facilities, or rearranges its existing facilities, the customer may be required to make a payment or other guarantees such as an agreement by the customer to pay a minimum amount each month in lieu of, or in addition to, an up-front payment. Any such agreement would be based on the specific circumstances of the customer, and would be contained in a special contract filed with the Commission.

12. Underground Service

A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.

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13. Rate for Trial Installations

The Company may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be no longer than is necessary for the demonstration and must be specified in the agreement. Any such rates would be determined on a case-by-case basis, and would be included in a special contract filed with the Commission.

14. Installation and Sealing of Meter Switches and Circuit Breakers

The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

15. Customer's Responsibility for Installation of Equipment on Its Premises

The Customer shall furnish, at no cost to the Company, the necessary space, housing, fencing and foundations for such equipment as will be installed upon its premises, in order to supply it with electricity, whether such equipment be furnished by the Customer or the Company. Such space, housing, fencing and foundations shall be in conformity with the Company's specifications and subject to its approval. Further information on installation of equipment on the Company's premises may be found here:  
<https://new-hampshire.libertyutilities.com/acworth/commercial/electricity-partners.html>

16. Services to Barns or Garages

The Company shall not be required to install a service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

17. Point of Connection of Company's Service

The Company shall furnish on request detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Specifications for Electrical Installations booklet, as may be amended from time to time, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location and access of service connection facilities and metering equipment, and Customer and Company responsibilities for installation of facilities. The Customer shall wire to the point designated by the Company, at which point the Company will connect its service.

For a service meeting Company requirements, the Company may also permit this connection to be made by a licensed electrician in good standing with the authority having jurisdiction, as

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required by applicable law, and who is registered with the Company, provided, however, that the Company gives no warranty to the Customer, express or implied, as to the knowledge, training, reliability, honesty, fitness, or performance of any electrician registered with the Company for this purpose, and the Company shall not be liable for any damages or injuries caused by any electrician who may be used for such purpose.

18. Obtaining Street or Other Permits and Certificates

The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agent's access to the Customer's equipment and to enable its conductors to be connected therewith.

~~19. Revenue Guarantee~~

~~Whenever the estimated expenditures for the equipment necessary to properly supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates, will in the opinion of the Company, be insufficient to warrant such expenditures, the Company may require a Customer to guarantee a minimum annual payment for a term of years or to pay the whole or a part of the cost of extending its lines to a Customer's premises or other reasonable payments in addition to the payments for electricity at the applicable rates.~~

~~20.~~ 19. Meters

The Company will provide each Customer with proper metering equipment subject to the ability of the Company to obtain the same.

The Company shall own and maintain the metering equipment necessary to measure Delivery Service under this Tariff. Each meter location shall be designated by the Company and the Company shall have priority over any other entity with respect to placement of Company-owned metering equipment.

Any Customer requesting non-standard metering equipment, the cost of which exceeds the cost of the metering equipment necessary for the rendering of Delivery Service under the applicable Rate Schedule, shall be responsible for the additional cost of the requested metering equipment including any incremental labor costs associated with installation of the requested metering equipment. Any such metering equipment must be approved by the Company.

Where an individual household or business enterprise, occupation or institution occupies more than one unit of space, each unit will be metered separately and considered a distinct Customer, unless the Customer furnishes, owns and maintains the necessary distribution circuits by which to connect the different units to permit delivery and metering at one location of all the energy used.

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The Company may for its own convenience install more than one meter per Customer, but in such cases the meter readings will be cumulated when billing.

In cases of non-access or where a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by the Company, based upon the use recorded during previous months, or upon the best information available.

The Company may estimate, rather than meter, demand and kilowatt-hours used by a Customer where the demand and kilowatt-hour usage are constant and known or for locations which, in the Company's judgment, are unsafe or impractical to separately meter or to access on a regular basis by Company personnel.

~~21:~~20. Meter Testing and Customer Bill Adjustments

When requested by a customer, the Company shall test the accuracy of the Customer's meter within fifteen days from the date the request is made. The Company may require a deposit fee for such a test. If, upon testing, the meter is found to be in error by more than two (2) percent, the deposit shall be refunded. If the meter is not found to be in error by as much as two (2) percent, the Company shall retain the deposit for the test.

Meter Test Deposit Fee.....\$20.00

Whenever, as the result of a test, a watt-hour meter is found to register in excess of two (2) percent of the correct amount, the Company shall refund the Customer an amount equal to the charge for the excess kilowatt-hours billed for a period equal to one half the time elapsed since the last previous test. However, if the time when the error first developed or occurred can be definitely fixed, the amount to be refunded shall be based thereon. Whenever, as the result of a test, a watt-hour meter is found to have a negative average error in excess of two (2) percent, the Company may charge the Customer for the unbilled kilowatt-hours supplied for the previous six (6) months or since the last test, whichever is the shorter period.

If a meter is found which is not registering, or if it is found that a meter has partially registered the electricity delivered to the Customer, the bill for the period of non-registration or partial registration shall be based upon information recorded prior or subsequent to the period of non-registration or partial registration. The Company shall not charge the difference between the billed and estimated amounts for a period greater than six (6) months before the non-registration or partial registration was discovered unless the Customer was diverting electricity. In cases of diversion, the Company shall charge the Customer the difference between the billed and estimated amounts for the entire period of the diversion.

~~22:~~21. Customer's Use of Electricity

In recognition of the fact that the wiring and facilities for the use of electricity on the Customer's premises are owned by and under the control of the Customer, the Company shall not be responsible for any loss, cost, damage, or expense to persons and/or property resulting from the use of or presence in the Customer's wiring or appliances, electricity delivered in accordance

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with the provisions of these Terms and Conditions and the Company's Specification for Electrical Installations booklet.

If the Customer's requirements for electricity or use of service, or installation of Customer-owned equipment (including but not limited to motors, generation, meters, or capacitors) results in or is anticipated to result in damage to the Company's apparatus or facilities or electrical disturbances to other customers on the Company's distribution system, the Customer shall be responsible for the cost to the Company of repairing, replacing or upgrading the Company's facilities. If the Customer fails to correct for the interference with the operation of the Company's distribution system or with the electrical supply to other Customers, the Company reserves the right to refuse service or to disconnect service upon proper notice.

~~23.~~22. Required Standards of Customer's Wiring, Piping, Apparatus, and Equipment

The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.

~~24.~~23. Compliance

Service hereunder is subject to the Customer's compliance with the following conditions:

- v. The Customer shall comply with or perform all of the requirements or obligations of this Tariff and the Company's Specifications for Electrical Installations booklet.
- vi. The Customer shall allow the Company reasonable access to the Company's facilities located on the Customer's premises.
- vii. The Customer shall comply with any applicable orders and regulations of the Commission.
- viii. The Customer shall not cause or allow to exist any unauthorized or fraudulent use or procurement of the Delivery Service or any tampering with the connections or other equipment of the Company, or any condition on the Customer's premises involving the Delivery Service which is dangerous to health, safety or the electric service of others or which represents a clear and present danger to life, health, or physical property, or to the Company's ability to serve its other Customers.
- ix. The Customer shall notify the Company when the Customer no longer desires Delivery Service.

~~25.~~24. Resale of Delivery Service

No Customer shall sell, resell, assign or otherwise dispose of all or any part of the Delivery Service purchased from the Company without the written consent of the Company. The sale of electric vehicle charging services electricity to a third party from an electric vehicle charging station shall not be considered resale of electricity.

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~~26.25.~~ Company Property

The Company shall have the right to install, maintain and operate such Company-owned facilities on the premises of the Customer as in its judgment may be required to render Delivery Service to the Customer in accordance with this Tariff, as such facilities shall be overhead or underground and whether the premises of the Customer are owned or leased to the Customer, and shall have the free right at all reasonable times to enter upon said premises for the purpose of maintaining, repairing, replacing or removing such facilities. Normally such facilities will consist of, but they shall not be limited to, overhead or underground service wires or cables extending to a Company-owned meter or meters and associated equipment.

Customer must provide, without expense or cost to the Company, the necessary permits, consents or easements satisfactory to the Company in order to install, maintain, repair, replace, or remove the Company's facilities on the Customer's property or property owned by others on which facilities are placed to serve the Customer.

If the Customer is a tenant or a mortgagor and his right of occupancy does not include authority to grant the Company the foregoing rights, he shall obtain his landlord's or his mortgagee's authority to grant the foregoing rights, and the Company may require that such authority be evidenced in writing by the landlord or mortgagee.

~~27.26.~~ Relocation of Equipment on Private Property

Lines, poles and transformer stations on private property are usually situated in locations that were the result of negotiations and mutual agreement with the property owner. When the equipment is Company-owned and is used to supply more than one customer, permanent easements or other rights of way satisfactory to the Company should be obtained.

~~28.27.~~ Relocation of Company-Owned Equipment

Subsequent changes in the location of Company-owned facilities on private property will in general be made by the Company at the Customer's expense. Line Extension Policy 3 – Individual C&I Customers provides direction for the calculation of the Customer's expense associated with relocation of Company-owned equipment.

The Company, however, will assume the expense of the relocation if the following conditions exist:

1. The relocation is for the Company's convenience, or
2. The relocation is necessary owing to the expansion of the Customer's operations and the expense is justified by the increased annual revenue.

The preceding should not be construed to apply to a situation where the existing location is adequate to handle the expanded operations or where the relocation is requested solely for the Customer's convenience. In any such instance the relocation will be at the Customer's expense even though increased revenue will result from the expanded operations.

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~~29.28.~~ Relocation of Customer-Owned Equipment

All Customer-owned equipment on private property shall under any circumstances be relocated by the Customer or its Contractor at the expense of the Customer.

~~30.29.~~ Customer Street Crossings

i. Customer Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors ~~over or~~ under the street, the Customer should petition for the ~~conductor~~ wire crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing in accordance with current National Electric Safety Code and by applicable rules and regulations of the local government board having jurisdiction to a location designated by the Company. ~~provided there are no attachments on Company-owned equipment.~~ The Customer will own, operate and maintain the crossing.

ii. Company-Owned

Should the Customer be unable to obtain the necessary permits or should the crossing entail attachments to Company-owned facilities or require the setting of poles in the public way, the Company, upon request, will petition for the wire crossing, subject to the following conditions:

1. Construction - The Customer shall reimburse the Company for the entire construction cost of the crossing. Title to that portion of the crossing in the public way shall remain with the Company.
2. Maintenance - All maintenance to that portion in the public way will be done by the Company at the expense of the Customer. In order to facilitate proper billing, a purchase order should be secured prior to any maintenance work.
3. Removal of Street Crossing - Upon notice from the Customer that the crossing is no longer desired, the Company will remove the crossing at the Customer's expense. Any salvage value will be credited to the cost of removing the crossing; and in the event the credit exceeds the removal cost, the excess shall be refunded to the Customer.
4. Street Crossing Agreement - All street crossings for Customers made by the Company under above conditions must be covered by a street crossing agreement.

~~31.30.~~ Holidays

The following New Hampshire legal holidays shall be recognized as holidays for purposes of billing service in off-peak periods:

Holiday	Day Celebrated
*New Year's Day	January 1st
Martin Luther King, Jr.	
Civil Rights Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
*Independence Day	July 4th
Labor Day	First Monday in September

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Columbus Day  
\*Veterans Day  
Thanksgiving Day  
\*Christmas

Second Monday in October  
November 11th  
When appointed  
December 25th

\* If these days fall on Sunday, the following day shall be considered the holiday.

~~32.~~31. Conjunctional Service

Conjunctional Service is a Customer's use of Delivery Service under this Tariff for delivery of either Supplier Service or Energy Service which supplements or is in addition to any other source of electric service connected on the Customer's side of the meter. Conjunctional Service must be taken in accordance with the Company's Specifications for Electrical Installations booklet and the Company's technical guidelines and requirements pertaining to Qualifying Facilities ("QFs", as defined in Sections 201 and 210 of Title II of the Public Utility Regulatory Policies Act of 1978) filed with the Commission in compliance with Commission Order No. 14,797. Conjunctional service is available to QFs and to other Customers who are not QFs who have available another source of electric service connected on the Customer's side of the meter.

All Conjunctional Service furnished by the Company to Customers under this Tariff shall be taken by the Customers under the Rate Schedule which would otherwise be available for Delivery Service applicable to the total internal load of the Customer.

~~33.~~32. Customer Choice of Rate

Upon a Customer's request, the Company shall provide information as to what may be the most advantageous rates and charges available to the Customer under this Tariff. However, the responsibility for the selection of a rate lies with the Customer and the Company does not warrant or represent in any way that a Customer will save money by taking service under a particular rate. The Company will not be liable for any claim that service provided to a Customer might have been less expensive or more advantageous to such Customer if supplied under another available rate.

~~34.~~33. Statement by Agent

No representative of the Company has the authority to modify any rule, provision or rates contained in this Tariff, or bind the Company for any promise or representation contrary thereto.

~~35.~~34. Third Party Claims and Non-Negligent Performance

Each Party agrees to indemnify and hold the other Party and its affiliated companies and the trustees, directors, officers, employees, and agents of each of them (collectively "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively "Liabilities") resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such Party in connection with this Tariff. Each Party hereby waives recourse against the other Party and its

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Affiliates for, and releases the other Party and its Affiliates from, any and all Liabilities for or arising from damage to its property due to a non-negligent performance by such other Party.

~~36:~~35. Charges for Temporary Services

The Company will charge the Customer for the total cost incurred in constructing and removing temporary services at locations under construction where the temporary service will not be converted to a permanent service. Such costs shall include the costs of labor, overheads and all materials except for the costs of transformers and meters. The Company shall not charge for the construction and removal of such temporary service whenever the temporary service is to be replaced at approximately the same location with a permanent service when construction is completed, provided that the permanent service is run from the same pole and utilizes the same material which was utilized for the temporary service.

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service. It shall be the Company's policy to require Customers seeking Temporary Service to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation by the Company of the connection. In addition, the Customer will be required to make payments for electricity at the regular rates. The estimated cost and salvage shall be determined solely by the Company which shall exercise good faith in making such determinations. The charges are applicable to temporary services that are not made permanent.

~~37:~~36. Stranded Cost Adjustment Factor

The Stranded Cost Adjustment Factor (SCAF) will recover, on a fully reconciling basis, the costs incurred by the Company for costs associated with the Contract Termination Charge from New England Power Company to Granite State Electric Company including fixed and variable components made effective pursuant to the Settlements of New England Power Company's ("NEP") all-requirements contracts with Granite State Electric Company ("Granite State"). This factor shall be recovered by all customers taking delivery service.

The Settlements were approved by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER98-2023-000 and (as amended) ER98-3925-000, and by the New Hampshire Public Utilities Commission in N.H.P.U.C. Docket No. DR 98-012 ("Settlement"). The SCAF is designed to reconcile costs and revenues under the Settlements for each calendar year. The Contract Termination Charge ("CTC") formula set forth in the Settlements provides for a reconciliation to be performed annually. Capitalized terms not otherwise defined are intended to have the same meaning set forth in the CTC formula.

NEP, Granite State and the New Hampshire Public Utilities Commission entered into an agreement ("USGenNE CTC Settlement") on December 5, 2005, related to issues surrounding the resolution of the USGenNE bankruptcy proceeding. The USGenNE CTC Settlement provided that Granite State's allocated share of the allowed claim proceeds received by NEP be used to pay down all of the remaining NEP power purchase contract buyout payments allocable to New Hampshire and to provide a residual value credit, with return, through the year 2010. The

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settlement also provided for updates to decommissioning expense and purchased power costs that are included in the base CTC. FERC approval was received on February 28, 2006.

In accordance with the Settlements, the estimated CTC related costs that are reconciled annually are primarily the costs comprising the Variable Component. These estimated costs are reconciled to actual costs through the Reconciliation Adjustment and accumulated in the Reconciliation Account. In addition, revenues collected through the CTC are reconciled to actual revenues based upon differences in megawatt hour ("MWh") deliveries.

The SCAF rates shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over recovery or under recovery occurring in the prior year. The Company may file to change the SCAF rates at any time if a significant over recovery or under recovery occurs. Interest on over recoveries or under recoveries shall be calculated at the prime rate.

Any changes to rates determined under the SCAF shall only be made following a notice filed with the Commission setting forth the amount of the increase or decrease, the new rates for each rate class, and the effective date of such new rates.

~~38.37.~~ Reliability Enhancement Program and Vegetation Management Plan Adjustment

All energy billed under this rate is subject to a Reliability Enhancement Program and Vegetation Management Plan Adjustment Factor which shall be adjusted from time to time pursuant to the Settlement Agreement in Docket DE 13-063.

~~39.38.~~ Reliability Enhancement Program Capital Investment Allowance

Distribution base rates are subject to adjustment on an annual basis for a Reliability Enhancement Program Capital Investment Allowance pursuant to the Settlement Agreement in Docket DE 13-063.

~~40.39.~~ Transmission Service Cost Adjustment

The Transmission Service Cost Adjustment ("TSCA") will recover, on a fully reconciling basis, the costs incurred by the Company for transmission related services. These costs include charges billed to the Company by Other Transmission Providers; third party charges billed to the Company for transmission related services such as charges relating to the stability of the transmission system which the Company is authorized to recover by order of the regulatory agency having jurisdiction over such charges; and transmission-based assessments or fees billed by or through regulatory agencies, including those associated with the ISO-NE, regional transmission group, an independent system operator, an RTO and their successors, or other such body with the oversight of regional transmission, in the event that any of these entities are authorized to bill the Company directly for their services.

The TSCA rates shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over recovery or under recovery occurring in the prior year. The Company may file to change the TSCA rates at any time if a significant over recovery or under recovery occurs. Interest on over recoveries or under recoveries shall be calculated at the prime rate.

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Any changes to rates determined under the TSCA shall only be made following a notice filed with the Commission setting forth the amount of the increase or decrease, the new rates for each rate class, and the effective date of such new rates.

~~41.40.~~ Electricity Consumption Tax Charge

All Customers shall be obligated to pay the Electricity Consumption Tax Charge in accordance with New Hampshire Statute RSA Chapter 83-E, which may be revised from time to time, in addition to all other applicable rates and charges under this Tariff. The Electricity Consumption Tax Charge shall appear separately on all Customer bills. Any discounts provided for under a Special Contract shall not apply to the Electricity Consumption Tax Charge.

~~42.41.~~ System Benefits Charge

All customers taking delivery service shall pay the System Benefits Charge as required by New Hampshire law and approved by the Commission. The System Benefits Charge shall recover the cost of the Company's (i) Electric Assistance Program and (ii) energy efficiency core programs and any other such energy efficiency programs, as approved by the Commission. The Company shall implement its Electric Assistance Program as approved by the Commission from time to time. The System Benefits Charge will fund the Company's Electric Assistance Program and such other system benefits as are required by law or approved by the Commission.

The Company will reconcile on an annual basis actual costs incurred of the Electric Assistance Program, including development, implementation, and ongoing administrative and maintenance costs against the actual amounts charged to customers through the portion of the System Benefits Charge attributable to the Electric Assistance Program, set at a level of 0.150¢ per kilowatt-hour in accordance with RSA 374-F:4, VIII (c), and shall be in addition to the portion of the System Benefits Charge relating to the Company's energy efficiency core programs stated below.

The Company shall implement its energy efficiency core programs as approved by the Commission from time to time. The Company's cost of implementing the energy efficiency core programs shall be recovered through the portion of the System Benefits Charge attributable to such programs, set at a level of 0.180¢ per kilowatt-hour in accordance with 2001 N.H. Laws 29:14, which shall be in addition to the portion of the System Benefits Charge relating to the Company's low income customer protection programs stated above. Any difference between the actual energy efficiency funds expended and the funds collected through the System Benefits Charge at 0.180¢ per kilowatt-hour during a calendar year shall, with interest calculated at the average prime rate for each month, be added to or subtracted from the amount to be expended in the following calendar year. If actual amounts are not available for any period, they shall be estimated for purposes of the above calculations and adjusted the following year based on actual data.

Any adjustment of the System Benefits Charge shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease, and the new System Benefits Charge amount. The notice shall further specify the effective date of such adjustment,

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which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

~~43.42.~~ 42. Late Payment Charge

The rates and charges billed under this Tariff are net, billed monthly and payable upon presentation of the bill. However, Customers who receive Delivery Service under Residential Rate D, Residential Time-of-Day Rate D-10, OR General Service Rate G-3, may elect to pay for all service rendered under these rates, as well as Energy Service Rate ES, on a Levelized Payment Plan available upon application to the Company.

For Customers rendered Delivery Service under General Service Rate G-3, General Long Hour Service Rate G-2 or General Service Time-of-Use Rate G-1, all amounts previously billed but remaining unpaid after the due date printed on the bill shall be subject to a late payment charge of one and one-half percent (1 ½ %) thereof, such amounts to include any prior unpaid late payment charges.

The late payment charge is not applicable to Customers taking service under Rate D and Rate D-10. a) residential Customers who are taking service under the statewide Electric Assistance Program (EAP) as approved by the Commission; b) residential Customers receiving protection from disconnection of service under any enhanced winter protection programs offered by Liberty Utilities; c) residential Customers whose electric bill is paid on their behalf (whether in part or in whole) through the Low Income Home Energy Assistance Program (LIHEAP); and d) Past due balances of Residential Rate D, Residential Time-of-Day Rate D-10, General Service Rate G-3, or Outdoor Lighting Rate M; Customers who are abiding by the terms of an extended payment arrangement agreed to by the Company.

~~44.43.~~ 43. Provisions for Billing Charges Associated with Meter Diversions and Damage to Company Equipment in Connection Therewith

In case of loss or damage to the Company's property on a Customer's premises the Customer shall pay to the Company the value of the property or the cost of making good the loss or damage.

In those cases where, as a result of or in connection with diversion of electricity supplied by the Company to the Customer's premises, whether such diversion is carried out by bypassing the meter or other measuring device or by other means, the Company incurs expense for labor and/or materials, the Customer responsible therefore will be charged the costs incurred by the Company for such labor and materials. The costs so chargeable may include, but are not limited to, the cost of investigating the diversion and the miscellaneous charges for service associated therewith, the cost of supplying and installing an exchange meter, the cost of furnishing and installing tamper-resistant devices, the cost of testing the meter associated with the diversion and the cost of replacement of a meter which has been damaged.

Bills for charges associated with meter diversions will be rendered as soon as possible after completion of the work.

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~~45.44.~~ Electric Assistance Program

Customers served under Rate Schedules D, D-10 and T of Granite State Electric Company (“the Company”) may be eligible to receive discounts pursuant to the Company’s Electric Assistance Program. Customers participating in the Electric Assistance Program will continue to take service pursuant to their respective Rate Schedules, but will receive a percent discount off of the total amount billed for the first 750 kWh consumed per month, exclusive of the Electricity Consumption Tax and the Water Heater Rental fee, under such Rate Schedules. Discounts provided under the Electric Assistance Program are identified below and shall be funded by the System Benefits Charge in accordance with the System Benefits Charge Provision included on Page 20 of this tariff.

Effective: April 27, 2014 – June 30, 2016

Percentage of Federal		
<u>Tier</u>	<u>Poverty Guidelines</u>	<u>Discount</u>
1	Not Applicable	Not Applicable
2	151-200	9%
3	126-150	23%
4	101-125	37%
5	76-100	53%
6	0-75	77%

Eligibility criteria and benefit levels shall be based upon Federal Poverty Guidelines and are stated above for each tier. Community Action Agencies of New Hampshire shall be responsible for certifying customer qualification in the Electric Assistance Program and shall notify the Company of a customer’s enrollment into the Electric Assistance Program and the applicable tier that would determine the discount that the Company should apply.

Effective April 27, 2014, the income eligibility for participation in the Electric Assistance Program is at or below 200% of the Federal Poverty Guidelines.

The availability of the Electric Assistance Program shall be subject to approval by the Public Utilities Commission.

~~46.45.~~ Energy Service Adjustment Provision

Energy Service shall be procured by the Company pursuant to a competitive bidding process, and the rates for Energy Service shall be based on short-term market prices and include an estimate of administrative costs associated with the provision of Energy Service.

On an annual basis, the Company shall perform two reconciliations for Energy Service. In the first reconciliation, the Company shall reconcile its power supply cost of providing Energy Service with its Energy Service revenue associated with the recovery of power supply costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be

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returned to, or recovered from, all Energy Service customers over the following 12 months through the Energy Service Adjustment Factor. In the second reconciliation, the Company shall reconcile its administrative cost of providing Energy Service with its Energy Service revenue associated with the recovery of administrative costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be reflected in the subsequent year's Energy Service Cost Reclassification Adjustment Factor pursuant to the Energy Service Cost Reclassification Adjustment Provision. The Company may file to change the Energy Service Adjustment Factor at any time should significant over- or under- recoveries of Energy Service costs occur. For purposes of this reconciliation, Energy Service revenue shall mean all revenue collected from Energy Service customers through the Energy Service rate for the applicable 12 month reconciliation period together with payments or credits from suppliers for the provision of Energy Service. The power supply cost of providing Energy Service shall mean all payments to suppliers and the Independent System Operator associated with the provision of Energy Service.

Administrative costs of providing Energy Service shall mean all labor and consultant costs in arranging and administering Energy Service, any payments related to the cost of providing contract security, Energy Service-related working capital cost, and Energy Service-related bad debt cost.

Any adjustment to the Energy Service Adjustment Factor under the Company's applicable rates shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") setting forth the amount of the increase or decrease and the new Energy Service Adjustment Factor. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

This provision is applicable to all Retail Delivery Service rates of the Company.

~~47.46.~~ Storm Recovery Adjustment Provision

The Company's rates for Retail Delivery Service are subject to adjustment to reflect increased or decreased funding to the Company's Storm Fund ("Storm Fund") through a Storm Recovery Adjustment Factor. The Company shall implement a factor designed to provide the increased or decreased funding to the Storm Fund at an amount approved by the Commission through the funding period.

The Storm Recovery Adjustment shall be a uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking retail delivery service under each of the Company's rates. The factor shall be based on the estimated kilowatt-hours defined as the forecasted amount of electricity, as measured in kilowatt-hours, to be delivered by the Company to its retail delivery service customers over the funding period approved by the Commission over which the factor is to be applied to customers' bills. The Company shall file with the Commission the results of its funding as part of its annual storm fund report.

Any adjustment of the Storm Recovery Adjustment Factor shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease, and the

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new Storm Recovery Adjustment amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

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~~48.47.~~ Energy Service

Energy Service shall be available under this Tariff to all Customers, including Customers that return to Company-provided energy supply service after receiving energy service from a Competitive Supplier or self-supply.

i. Character of Service

Electricity will be supplied with the same characteristics as specified in the applicable Delivery Service Tariffs.

ii. Energy Service Charge

For the purposes of this Tariff, the customer groups are defined as:

Customer Group	Rate Class
Small Customer Group	D, D-10, G-3, M, T and V
Large Customer Group	G-1 and G-2

iii. Small Customer Group Energy Service Charges

Rate Effective November 1, 2015 – July 31, 2016 per kWh..... 9.221¢

iv. Large Customer Group Energy Service Charges

	November 2015	December 2015	January 2016	February 2016	March 2016	April 2016
Rate - ¢/kWh	7.770¢	9.593¢	12.037¢	11.824¢	9.075¢	6.941¢
	May 2016	June 2016	July 2016			
Rate - ¢/kWh	6.122¢	5.541¢	6.020¢			

v. Switching to a Competitive Supplier or Self-Supply

1. On Next Meter Read Date

The Company will normally switch a Customer to a Competitive Supplier or self-supply upon request of a Customer as of the next Tariffed meter read, provided that notice of the change to a Competitive Supplier or self-supply was received by the Company not less than two business days before that next Tariffed meter read date. There shall be no charge for switching from Energy Service to a Competitive Supplier or self-supply if such a notice is given.

2. Prior to the Next Tariffed Meter Read Date

If switching to a Competitive Supplier or self-supply before the next Tariffed meter read is requested, the Company at its sole discretion and upon agreement by the

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Customer to pay the applicable fee pursuant to the Off Cycle Meter Read Provision of this Tariff will terminate Energy Service with an un-tariffed meter read.

~~49.48.~~ Optional Enhanced Metering Service Provision

Optional Enhanced Metering Service under this provision is available to a Customer receiving metered retail delivery service from the Company. Customers who currently receive unmetered retail delivery service must request metered retail delivery service from the company in accordance with the Company's terms and conditions. The availability of these services will be subject to the Company's ability to render such service.

The Company shall provide two types of service under Optional Enhanced Metering Service. These are: Service Option 1, Complete Service, and Service Option 2, Pulse Service.

i. Service Option 1 – Complete Service

Under this service option, Complete Service, the Company will provide equipment at the Customer's facility that will allow for periodic readings of the Customer's load through telephone lines. The Company will install, own and maintain the equipment in service. The Customer or Supplier may receive the data through the optical port on the equipment or electronically. The Company will store load information on the meter for a period of 35 days and will read the meters daily.

The one-time fee for this service is as follows for Retail Delivery Service:

1. Rate schedules D, D-10, and T.....\$155.31
2. Rate schedules G-1, G-2, G-3, M, and V.....\$247.08

ii. Service Option 2 – Pulse Service

A Customer who wishes to connect their own metering equipment to the Company's meter may elect this option. The Company will provide a pulse interface device through which the Customer can access meter data. The Customer must purchase, own and maintain a device or system which would connect to the pulse interface device in order to access meter pulses.

The one-time fee for this service is as follows for Retail Delivery Service:

1. Rate schedules D, D-10, and T.....\$135.31
2. Rate schedules G-1, G-2, G-3, M and V.....\$122.07

The Company's terms and conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this Optional Enhanced Metering Service Provision.

~~\$0.49.~~ Optional Interval Data Service Provision

Optional Interval Data Service under this provision is available to a Customer receiving service from the Company under the Company's Optional Enhanced Metering Service Provision,

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or a Customer receiving metered retail delivery service from the Company who has a Company-owned interval data recorder (“IDR”) installed at their facility.

Under Optional Interval Data Service, the fees will vary depending upon the number of accounts and frequency of requests for interval data. Access is available to the Customer or its authorized agent.

i. One-Time Request for Interval Data

1. Initial request within a single calendar year.....No Charge
2. Subsequent request within the same calendar year single account.....\$55.00
3. Additional delivery service account request per account.....\$23.00

ii. Subscription Service for Interval Data over the Internet

The Company may offer subscriptions to eligible Customers for access to interval data through an Internet account that is available for the Customer or Supplier’s use. The minimum contract length is one year. The availability of this service will be subject to the Company’s ability to render such service.

1. Single delivery service account, annually.....\$309.00
2. Additional delivery service account request per account, annually.....\$277.00

iii. Optional Billing and Rate Data Service Provision

Optional Billing and Rate Data Service is available under this provision for a Customer receiving retail delivery service from the Company under any of the rate schedules contained in the Company’s retail delivery service tariff.

Any request for Billing and Rate Data Service may be made either by the Customer having the customer of record’s authorization to receive data to be released by the Company under Billing and Rate Data Service.

iv. Services Provided – One per Calendar Year with No Fee

1. Usage and Billing kW Data

For Commercial and Industrial Customers, the Company will provide the Customer of record name, rate class, service address, and 13 months of peak and off-peak kW, kWh, and KVA data.

For Residential Customers, the Company will provide the Customer of record name, rate class, service address, and 13 months of total kWh data.

2. Rate Data

Rate summaries and rate schedules included in the Company’s tariff are available on the Liberty Utilities website for all other rate schedules. Customers or Suppliers requesting hard copies of summaries or rate schedules will be provided with that information free of charge.

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v. Custom Service or Additional Data Provided for a Fee

The Company shall provide Customer Load Analysis to Customers. The Supplier is responsible for obtaining the Customer's authorization to release this information and will be required to maintain confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

1. Custom Reports Charge.....\$49.00 per hour
2. Rate Data Charge.....\$49.00 per hour
3. Rate Analysis Charge.....\$49.00 per hour

~~\$1.50.~~ Off Cycle Meter Read for Switch of Supplier Provision

An Off Cycle Meter Read under this provision is available to customers receiving metered retail delivery service from the Company under the Company's Rate G-1, General Service Time-of-Use rate. Customers who receive unmetered retail delivery service must request metered retail delivery service in accordance with the Company's Terms and Conditions. The availability of this service will be subject to the Company's ability to render such service.

A Customer requesting an Off Cycle Meter Read agrees to pay the Off Cycle Meter Read Charge included in this provision.

An Off Cycle Meter Read will be performed by the Company at the request of the Customer to facilitate the transfer of ~~energygeneration~~ service between the Company-supplied Energy Service and Competitive Supplier ~~energygeneration~~ service. There will be a separate Off Cycle Meter Read Charge for a Customer who is telemetered and for a Customer who is non-telemetered. The Company will assess an Off Cycle Meter Read Charge for each off cycle meter read performed at a Customer's service location.

1. Telemetered Customer Off Cycle Read Charge.....\$78.00
2. Non-Telemetered Customer Off Cycle Read Charge.....\$102.00

The Company's terms and conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this Off Cycle Meter Read for Switch of Supplier Provision.

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~~52.51.~~ Purchases from Qualifying Facilities

i. Availability:

The Company will purchase electric energy from any small power producer, cogenerator, or limited electric energy producer (collectively referred to as a qualifying facility, or QF) in its service territory (i) under the Limited Electrical Energy Producers Act (LEEPA, NH RSA Chapter 362-A) or (ii) under Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA, 16 U.S.C. 824a-3) that meet the criteria specified by the Federal Energy Regulatory Commission (FERC) in 18 C.F.R. §§292.203 (a) and (b). Such purchases will be in excess of the facility's requirements. QFs not utilizing Net Energy Metering shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE"). ~~Compensation for such purchases will be equal to the payments received by the Company from ISO-NE less all charges imposed by ISO-NE for such sales.~~ The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

ii. Metering:

QFs selling to the Company shall install metering as specified by the Company that either (i) satisfy ISO-NE requirements or (ii) Net Energy Metering requirements, as both may change from time to time. QFs shall be charged a standard monthly service fee for metering service as approved by the appropriate regulatory agency.

iii. Indemnification

QF shall defend, indemnify and hold the Company harmless from and against all claims for damage to the equipment of the QF, or Company, as the case may be, or damage or injury to any person or property arising out of the QF's use of generating equipment in parallel with the Company's own system; provided that nothing in this paragraph shall relieve the Company from liability for damages or injury caused by its own willful default or willful neglect.

iv. Net Metering:

Projects 100 kilowatts and under using renewable generation shall have the option of being served under the Net Energy Billing Service as specified by NH RSA 362-A:9 and the rules promulgated by the appropriate regulatory agency.

QFs with a peak generating capacity of 1,000 kW and under may choose to utilize Net Metering as specified in NH RSA 362-A:9 and in PART Puc 900 Net Metering For Customer-Owned Renewable Energy Generation Resources of 1,000 Kilowatts or Less.

v. Purchase Options:

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QFs not utilizing Net Energy Metering shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE"). Compensation for such purchases will be equal to the payments received by the Company from ISO-NE less all charges imposed by ISO-NE for such sales. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

vi. Notification to the Company:

Any QF that plans to sell its electric output to the Company from a facility sized up to 100 kVA or 100 kW must comply with the Company's interconnection requirements as set forth in Granite State Interconnection Standards Provisions For Inverters Sized Up To 100 kVA as found in this Tariff.

For all other QFs, the Company must be notified in writing at least 120 days prior to interconnecting the QF with the Company's facilities. Such notification shall, at a minimum, include the following information:

- a) The name, address and contact information of the applicant and location of the QF.
- b) A brief description of the QF, including a statement indicating whether such facility is a small power production facility or a cogeneration facility.
- c) The primary energy source used or to be used by the QF.
- d) The power production capacity of the QF and the maximum net energy to be delivered to the utility's facilities at any clock hour.
- e) The owners of the QF including the percentage of ownership by any electric utility or by any public utility holding company, or by any entity owned by either.
- f) The expected date of installation and the anticipated on-line date.
- g) The anticipated method of delivering power to the Company.
- h) A description of any power conditioning equipment to be located between the QF and the Company's system.
- i) A description of the type of generator used in the installation of the QF (synchronous, induction, photovoltaic, etc.).

Such notification shall be sent to:

Director of Engineering  
Distribution Engineering Department  
Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities  
15 Buttrick Road  
Londonderry, NH 03053

The Company will respond to the notification within 30 days and either request additional information regarding the QF or provide site specific interconnection requirements. The Company and the QF shall execute the standard purchase power agreement setting forth the terms of the sale, a form of which is attached in Schedule A of this tariff.

~~vii.—Indemnification:~~

~~The QF shall defend, indemnify and hold the Company harmless from and against all claims for damage to the equipment of the QF, or Company, as the case may be, or damage or injury to any person or property arising out of the QF's use of generating equipment in parallel with the Company's own delivery system; provided that nothing in this paragraph shall relieve the Company from liability for damages or injury caused by its own willful default or willful neglect.~~

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Schedule A  
Qualifying Facility Purchase Power Agreement

The Agreement is between \_\_\_\_\_, a Qualifying Facility ("QF") and Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities (the "Company") for electric energy purchases by the Company from the QF's facility located in \_\_\_\_\_, New Hampshire.

Agreement to Purchase

Effective \_\_\_\_\_, the Company agrees to purchase electricity from the QF and the QF agrees to sell electricity to the Company under the terms and conditions of the Company's tariff for Energy Transactions with Qualifying Facilities as currently in effect or amended by the Company in the Company's sole discretion and as approved by the New Hampshire Public Utilities Commission. The QF agrees to comply with the terms and conditions of section 31 Purchases from Qualifying Facilities of this tariff and associated policies of the Company that are on file with the New Hampshire Public Utilities Commission as currently in effect or as modified, amended, or revised by the Company and to pay any metering and interconnection costs required under such tariff and policies.

Payments for Energy

QFs not utilizing Net Energy Metering shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE"). Compensation for such purchases will be equal to the payments received by the Company from ISO-NE less all charges imposed by ISO-NE for such sales. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

Notice

The Company or QF may terminate this Agreement on thirty (30) days written notice which includes a statement of reasons for such termination.

Agreed and Accepted

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Liberty Utilities (Granite  
State Electric) Corp. d/b/a  
Liberty Utilities

Date: \_\_\_\_\_

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~~§3.52.~~ Interconnection Standards For Inverters Sized Up To 100 KVA

Any person or entity planning to operate a generating facility connected to the Company's facilities must receive approval from the Company prior to connecting the generating facility to the Company's facilities. A generating facility is any device producing electric energy which can range in size from a small residential photovoltaic solar installation to a large commercial generating facility. Inverter-based generating facilities sized up to 100 kVA must meet the standards of this Interconnections Standards Provision. For all other generating facilities, the Company must be contacted for site specific requirements prior to interconnecting the generating facilities with the Company's facilities.

i. Applicability

This document ("Interconnection Standard") describes the process and requirements for an Interconnecting Customer to connect a Listed inverter based Facility sized up to 100 kVA to the Company's Electric Power System ("Company EPS"), including discussion of technical and operating requirements, and other matters. Non-inverter based Facilities will need to follow the standard interconnection procedures.

If the Facility will always be isolated from the Company's EPS, (i.e., it will never operate in parallel to the Company's EPS), then this Interconnection Standard does not apply.

ii. Definitions

The following words and terms shall be understood to have the following meanings when used in this Interconnection Standard:

**Affiliate:** A person or entity controlling, controlled by or under common control with a Party.

**Anti-Islanding:** Describes the ability of a Facility to avoid unintentional islanding through some form of active control technique.

**Application:** The notice provided by the Interconnecting Customer to the Company in the form shown in Exhibit A, which initiates the interconnection process.

**Area Network Distribution System:** Electrical service from an EPS consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving more than one Interconnecting Customer.

**Commission:** The New Hampshire Public Utilities Commission.

**Company:** Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities

**Customer:** Company's retail customer; host site or premises, may be the same as Interconnecting Customer.

**EPS:** The electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

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**Facility:** A source of electricity that is located on the Customer's side of the point of common coupling, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect to the Company EPS.

**In-Service Date:** The date on which the Facility and System Modifications (if applicable) are complete and ready for service, even if the Facility is not placed in service on or by that date.

**Interconnecting Customer:** Entity that takes electric service from the Company who has or will obtain legal authority to enter into agreements regarding the interconnection of the Facility to the Company EPS.

**Interconnection Service Agreement:** An agreement for interconnection service, the form of which is provided in Exhibit A, between the Interconnecting Customer and the Company.

**Islanding:** A situation where electrical power remains in a portion of an electrical power system when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.). Unintentional Islanding, especially past the PCC, is to be strictly avoided.

**Isolated:** The state of operating the Facility when electrically disconnected from the Company EPS on the Interconnecting Customer's side of the PCC.

**Listed:** A Facility that has been tested and certified by a nationally recognized testing laboratory to comply with all requirements in UL Standard 1741.1 dated May, 2007 or later.

**Net Metering:** A customer of the Company with a renewable on-site Facility of 100 kilovolt-amperes ("kVA") or less in size exercising the option to run the meter backward and thus choosing to receive a credit from the Company where in any month during which there was a positive net difference between kilowatt hours generated and consumed, the credit will equal the positive net difference. This credit is then used by the Customer in subsequent billing periods, until exhausted before purchasing energy from the Company.

**Non-Islanding:** Describes the ability of a Facility to avoid unintentional islanding through the operation of its interconnection equipment.

**Parallel:** The state of operating the Facility when electrically connected to the Company EPS (sometimes known as grid-parallel).

**Parties:** The Company and the Interconnecting Customer.

**Point of Common Coupling (PCC):** The point where the Interconnecting Customer's local electric power system connects to the Company EPS, such as the electric power revenue meter or premises service transformer. See the Company for the location at a particular Interconnecting Customer site.

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**Radial Distribution Circuit:** Electrical service from an EPS consisting of one primary circuit extending from a single substation or transmission supply point arranged such that the primary circuit serves Interconnecting Customers in a particular local area.

**Screen(s):** Criteria by which the Company will determine if a proposed Facility's installation will adversely impact the Company EPS in the Simplified Processes as set forth in Section ~~iv3-0~~.

**Simplified Process:** As described in ~~Section v., -Section 3.1,~~ process steps from initial application to final written authorization for certain Listed inverter-based Facilities of limited scale and minimal apparent grid impact.

**Spot Network Distribution System:** Electrical service from an EPS consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving only one Interconnecting Customer.

**Supplemental Review:** Additional engineering study to evaluate the potential impact of Facilities over 10 kVA on the Company EPS so as to determine any requirements for processing the application, or Facilities of 10 kVA or smaller that fail one of the Simplified Process screens. This review is charged at a cost of \$125.00 per hour up to a limit of 10 hours. If Company services are needed to install temporary metering to complete the Supplemental Review, then these charges will also be included as part of the overall review.

**System Modification:** Modifications or additions to distribution-related Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer and paid for by the Interconnecting Customer.

**Unintentional Islanding:** A situation where the electrical power from the Facility continues to supply a portion of the Company EPS past the PCC when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.).

**Witness Test:** The Company's right to witness the commissioning testing. Commissioning testing is defined in IEEE Standard 1547-2003.

iii. Basic Understanding

Interconnecting Customer intends to install a Listed inverter based Facility on the Customer's side of the PCC that will be connected electrically to the Company EPS and operate in parallel, synchronized with the voltage and frequency maintained by the Company during all operating conditions. It is the responsibility of the Interconnecting Customer to design, procure, install, operate, and maintain all necessary equipment on its property for connection to the Company EPS. The Interconnecting Customer and the Company shall enter into a Simplified Process Application and Interconnection Service Agreement to provide for parallel operation of an Interconnecting Customer's Facility with Company EPS. A form of this agreement is attached as Exhibit A to this Interconnection Standard.

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The equipment, controls and other facilities that together constitute the interconnection of the Facility with the Company EPS must be reviewed for potential impact on the Company EPS under the process described in Section ~~iv.3-0~~.

The Interconnecting Customer should consult the Company before designing, purchasing and installing any generation equipment, in order to verify the nominal utilization voltages, frequency, and phase characteristics of the service to be supplied, the capacity available, and the suitability of the proposed equipment for operation at the intended location. Attempting to operate a Facility at other than its nameplate characteristics may result in unsatisfactory performance or, in certain instances, injury to personnel and/or damage to equipment. The Interconnecting Customer will be responsible for ascertaining from the Company, and the Company will cooperate in providing, the service characteristics of the Company EPS at the proposed PCC. The Company will in no way be responsible for damages sustained as a result of the Interconnecting Customer's failure to ascertain the service characteristics at the proposed PCC.

The Facility should operate in such a manner that does not compromise, or conflict with, the safety or reliability of the Company EPS. The Interconnecting Customer should design its equipment in such a manner that faults or other disturbances on the Company EPS do not cause damage to the Interconnecting Customer's equipment.

Authorization to interconnect will be provided once the Interconnecting Customer has met all terms of the interconnection process as outlined below.

This Interconnection Standard does not cover general distribution service needed to serve the Interconnecting Customer. Please refer to the Company's Terms and Conditions for Distribution Service. This Interconnection Standard does not cover the use of the distribution system to export power, or the purchase of excess power.

#### iv. Process Overview

This application process is for Listed inverter-based Facilities with a power rating of 100 kVA or less depending on the service configuration, and located on radial-a EPS under certain conditions. A Listed inverter-based Facility with a power rating of 10 kVA or less single-phase located on a spot network EPS under certain conditions would also be eligible.

Listed inverter based interconnections are intended to be reviewed promptly under a Simplified Process. A set of review screens have been developed to determine if the application fits the Simplified Process and are described below and detailed in Figures 1 and 2 with their accompanying notes. Table 1 describes the timelines for these paths. Unless otherwise noted, all times in the Interconnection Standard reference Company business days under normal work conditions.

A project that fails to meet the Simplified review screens will be addressed using the Company's standard interconnection review practices. In cases where the Facility is larger than 10 kVA, a Supplemental Review will be conducted. In addition a Supplemental Review may be required which may allow an interconnection of 10 kVA or smaller to be accommodated at a

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particular site even though it did not pass the Simplified review screens. In these instances, the Company will provide an estimated cost to do a Supplemental Review to the Interconnecting Customer. If the Interconnecting Customer funds the Supplemental Review, the Company will undertake the review to determine which of the following apply:

No system modifications are required and the simplified process can be used.

1. System modifications are required at the Customer's expense before the simplified process can be used. A statement will be sent to the Customer describing the required modification and a bill for the estimated amount.
2. The simplified process cannot be used and the Customer must reapply using the Company's standard interconnection process.

All proposed new sources of electric power that plan to operate in parallel with the Company EPS must submit a completed application to the Company within the Company's franchise territory where the Facility will be located. The Interconnecting Customer will be notified of the application's completeness. Interconnecting Customers proposing to interconnect on area networks require a detailed review of the planned interconnection and do not qualify for the Simplified Process. All applications from other Interconnecting Customers must proceed through a series of screens to determine if they meet the requirements for the Simplified Process interconnection path.

#### v. Simplified Process

Interconnecting Customers using Listed single-phase inverter-based Facilities with power ratings of 100 kVA or less at locations receiving single-phase service from a single-phase transformer, or using Listed three-phase inverter-based Facilities with power ratings of 100 kVA or less at locations receiving three-phase service from a three-phase transformer configuration, and requesting an interconnection on radial EPSs where the aggregate Facility capacity on the circuit is less than 7.5% of circuit annual peak load qualify for Simplified interconnection.

The Simplified Process is as follows:

1. Application process:
  - a) Interconnecting Customer submits a Simplified Process application filled out properly and completely (Exhibit A).
  - b) Interconnecting customer submits a non-professional engineer stamped electrical one-line diagram of the proposed system.
  - c) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
  - d) Company verifies Facility equipment passes screens 1, 2, and 3 in Figure 1 if a radial EPS, or the screens in Figure 2 if a spot network EPS.
  - e) If approved, the Company signs the application approval line and returns the approved application to the Interconnecting Customer. In certain circumstances, the Company may require the Interconnecting Customer to pay for System Modifications before the application is approved. If so, a description of work and an estimate of the cost will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and submit payment for any System

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- Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application approval line and sends to the Interconnecting Customer.
- f) Upon receipt of application signed by the Company, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.
  - g) The Interconnecting Customer returns Certificate of Completion to the Company.
  - h) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. The Interconnecting Customer has no right to operate in parallel until a Witness Test has been performed or has been previously waived by the Company on the Application Form. If the Company elects to conduct a Witness Test, every attempt will be made to conduct it within 10 business days of the receipt of the Certificate of Completion. All projects larger than 10 kVA will need to be witness tested, unless waived by the Company.
  - i) Assuming the wiring inspection and/or Witness Test is satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the Witness Test is not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.
  - j) If the Interconnecting Customer does not substantially complete construction within 12 months after receiving application approval from the Company, the Company will require the Interconnecting Customer to reapply for interconnection.

vi. Time Frames

- 1. Unless otherwise noted, all days in the Interconnection Standard reference Company business days under normal work conditions.
- 2. Table 1 lays out the maximum timeframes allowed under the Simplified Review process. The maximum time allowed for the Company to execute the entire Simplified Process is 20 days.

vii. Fees

There are no fees for those Facilities that qualify for the Simplified Process on a radial EPS (except in certain cases where a System Modification would be needed for which the Interconnecting Customer would pay).

In cases where the Facility is larger than 10 kVA, or does not pass the other screens, a Supplemental Review will be conducted. In these instances, the Company will provide a cost estimate to do a Supplemental Review to the Interconnecting Customer.

This review is charged at a cost of \$125.00 per hour. If Company services are needed to install temporary metering to complete the Supplemental Review, then these charges will also be included as part of the overall review.

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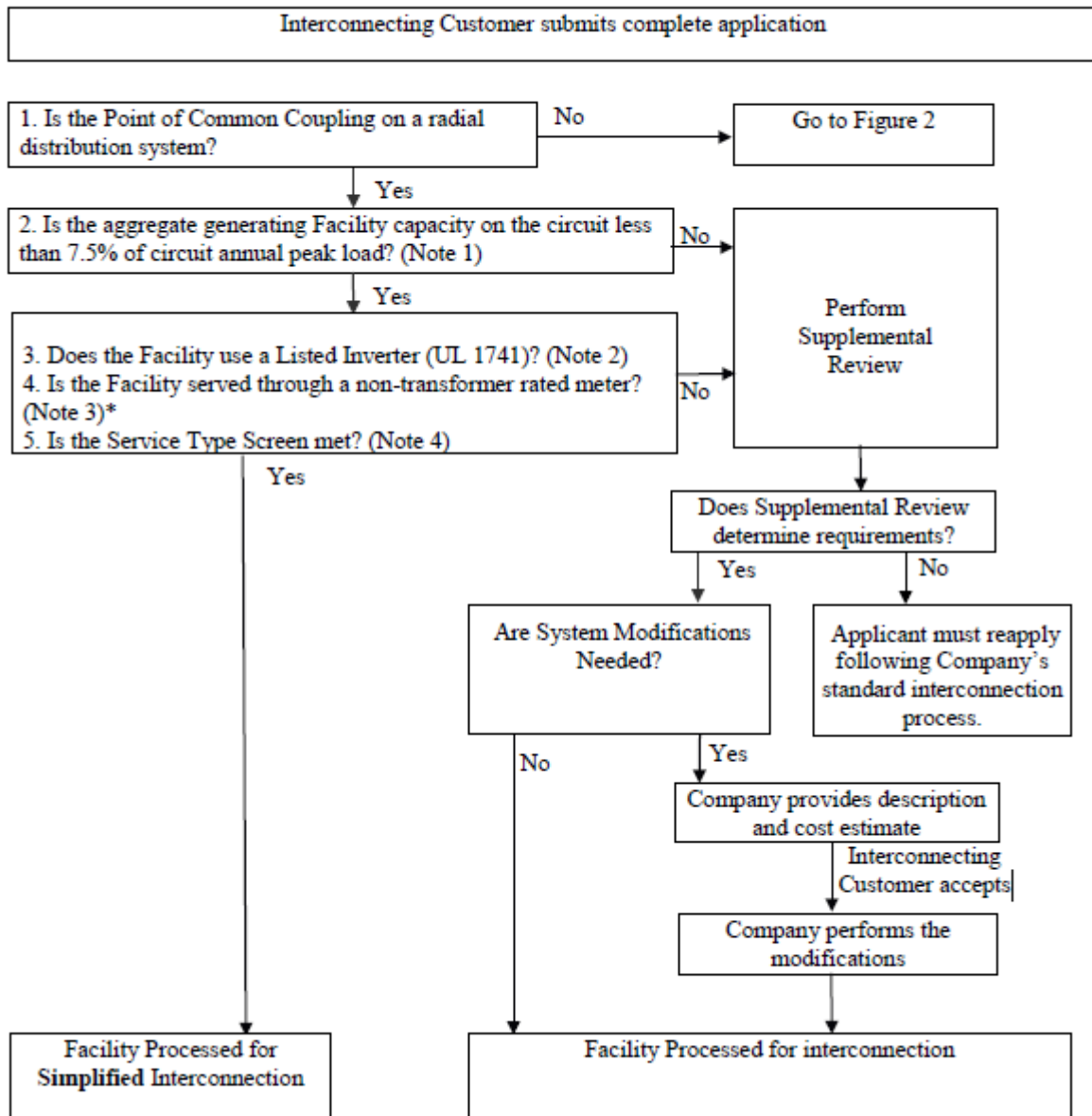
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**Figure 1 – Inverter Based Simplified Interconnection Process**



**Explanatory Notes to Accompany Figure 1**

1. On a typical radial distribution EPS circuit (“feeder”) the annual peak load is measured at the substation circuit breaker, which corresponds to the supply point of the circuit. A circuit may also be supplied from a tap on a higher-voltage line, sometimes called a sub-transmission line. On more complex radial EPSs, where bidirectional power flow is possible due to alternative circuit supply options (“loop service”), the normal supply point is the loop tap.



2. New Hampshire has adopted UL1741 (Inverters, Converters and Charge Controllers for Use in Independent Power Systems) as an acceptable standard for power systems to comply with IEEE Std 1547 and 1547.1. Equipment listed to UL1741 by a nationally recognized testing laboratory will be considered in compliance with IEEE Std 1547 and 1547.1. An Interconnecting Customer should contact the Facility supplier(s) to determine if its equipment has been listed to either of these standards.
3. Facilities connected to the utility through a transformer rated meter will be required to install a fully rated, lockable disconnect switch. The disconnect switch will be located near the service entrance for use by utility personnel.
4. This screen includes a review of the type of electrical service provided to the Interconnection Customer, including the service transformer configuration and service type to limit the potential for creating unacceptable voltage imbalance, over-voltage or under-voltage conditions, or service equipment overloads on the Company EPS due to a mismatch between the size and phasing of the energy source, the service loads fed from the service transformer(s), and the service equipment ratings.

To be eligible for the Simplified Process, a Listed inverter-based Facility must be either (1) a single-phase unit on a customer's local EPS receiving single-phase secondary service at the PCC from a single-phase service transformer, or (2) a three-phase unit on a customer's local EPS receiving three-phase secondary service at the PCC from a three-phase transformer configuration.

If the proposed Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition will not create an imbalance between the two sides of the 240 volt service of more than 20% of nameplate rating of the service transformer.

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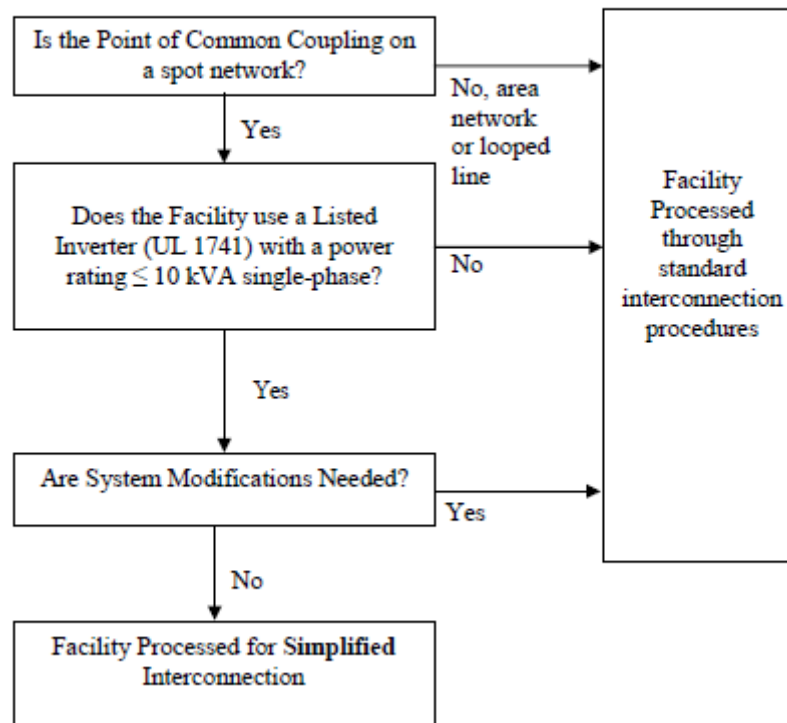
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**Figure 2 – Simplified Interconnection to Networks**



**Table 1 – Time Frames**

Review Process	Simplified	Simplified Spot Network
Eligible Facilities	Listed Small Inverter	Listed Inverter ≤ 10 kVA single-phase
Review Application for completeness	10 days	10 days
Complete Review of all screens	10 days	Site review 30 days if load is known or can be estimated 90 days if load has to be metered
Complete Supplemental Review (if needed) – Note 1		
Total Maximum Days	20 days	100 days
Notice/ Witness Test	< 1 day with 10 day notice or by mutual agreement	1 day with 10 day notice or by mutual agreement
Send Approval to Interconnector		

NOTE 1: When a Supplemental Review is involved, the timelines for a Simplified Process no longer apply. However, the Company will complete the Supplemental Review within 40 days.

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**Exhibit A – Simplified Process Interconnection Application Instructions**  
(please do not submit this page)

- viii. General Information: If you, the Interconnecting Customer, wish to submit an application to interconnect your generating Facility using the Simplified Process (reference Section ~~iii3-4~~ of the Interconnection Standard for eligibility) please fill out the attached application form completely (not including this page of instructions), including your signature in the space provided. Interconnections that may be eligible for this Simplified Process include UL 1741-Listed inverter-based Facilities that are either (1) connecting to radial electric power systems with power ratings of  $\leq 100$  kVA, or (2) connecting to spot network electric power systems with power ratings of  $\leq 10$  kVA single-phase. Please attach any documentation provided by the inverter manufacturer concerning the UL 1741. Facilities larger than 10 kVA will be required to install a fully rated lockable switch near the service entrance for use by utility personnel.
- ix. Mail all material to: Liberty Utilities, Customer Relations, 9 Lowell Road, Salem, NH 03079 or Email to [NHElectricSrvreq@LibertyUtilities.com](mailto:NHElectricSrvreq@LibertyUtilities.com)
- x. The Simplified Process is as follows:
1. Application process:
    - a) Interconnecting Customer submits a Simplified Application filled out properly and completely.
    - b) Interconnecting Customer submits a non-professional engineer stamped electrical one-line diagram of the proposed system.
    - c) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
    - d) Company verifies Facility equipment can be interconnected safely and reliably.
    - e) If approved, the Company signs the application and returns a copy to the Interconnecting Customer.
    - f) Upon receipt of the signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.
    - g) In certain circumstances, the Company will require the Interconnecting Customer to pay for System Modifications. If so, a description of work and an estimate will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and payment for the System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application and sends the approved application back to the Interconnecting Customer.
    - h) The Interconnecting Customer returns the Certificate of Completion to the Company.
    - i) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. Except for a short test by the installer to confirm the system works properly, the Interconnecting Customer has no right to operate in parallel (interconnect) until a Witness Test has been performed or has been previously waived by the Company on the Application Form. The

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Company is will make every attempt to complete this Witness Test within 10 business days of its receipt of the Certificate of Completion. All projects larger than 10 kVA will need to be witness tested, unless waived by the Company.

- j) Assuming the wiring inspection and/or Witness Test is satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the Witness Test is not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.
- k) Contact Information: You must provide the contact information for the legal applicant (i.e. the Interconnecting Customer). If other parties are responsible for interfacing with the Company, you should provide their contact information as well.
- l) Ownership Information: Please enter the legal names of the owner or owners of the Facility.
- m) Generating Facility Information: Please consult an actual electric bill from the Electric Service Company and enter the correct Account Number and meter number on this application. If the facility is to be installed in a new location, a temporary number may be assigned by the Electric Company.
- n) Confidentiality: Information on this form will be shared with the Commission and other State Agencies as required.
- o) UL 1741 Listed The standard UL 1741.1 dated May, 2007 or later, "Inverters, Converters, and Controllers for Use in Independent Power Systems," addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL 1741.1. This term "Listed" is then marked on the equipment and supporting documentation.

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~~54.53.~~ Simplified Process Interconnection Application and Service Agreement

**Contact Information** - Legal name and address of Interconnecting Customer (or, Company name, if appropriate):

Customer/Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Alternative Contact Information** (e.g, system installation contractor or coordinating company, if appropriate):

Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Electrical Contractor Contact Information (if appropriate)**

Name \_\_\_\_\_ Contact Person \_\_\_\_\_ License # \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Facility Information**

Address of facility \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Electric Supply Co. \_\_\_\_\_  
Account # \_\_\_\_\_ Meter # \_\_\_\_\_ Gen/Inverter Manu \_\_\_\_\_  
Model Name and # \_\_\_\_\_ Quantity \_\_\_\_\_ Nameplate Rating (kW) \_\_\_\_\_  
(kVa) \_\_\_\_\_ (AC volts) \_\_\_\_\_ Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_ Battery Backup Y \_\_\_ N \_\_\_  
Net Metering: If renewably fueled, will the account be Net Metered? Y \_\_\_ N \_\_\_  
Prime Mover: Photovoltaic \_\_\_ Recip'g Engine \_\_\_ Fuel Cell \_\_\_ Turbine \_\_\_ Other \_\_\_\_\_  
Energy Source: Solar \_\_\_ Wind \_\_\_ Hydro \_\_\_ Diesel \_\_\_ Nat Gas \_\_\_ Fuel Oil \_\_\_ Other \_\_\_\_\_  
UL 1741.1 (IEEE1547.1) Listed? Y \_\_\_ N \_\_\_ External Manual Disconnect Y \_\_\_ N \_\_\_  
Estimated Install Date \_\_\_\_\_ Estimated In-Service Date \_\_\_\_\_

**Interconnecting Customer Signature**

**I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions on the following page:**

Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing.

**Customer Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

.....  
**Approval to Install Facility (For Company Use Only):** Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required.

Are system modifications required? Y \_\_\_ N \_\_\_

Company Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Company waives inspection/Witness test? Y \_\_\_ N \_\_\_**

**Application Number** \_\_\_\_\_

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~~55.54.~~ Terms and Conditions for Simplified Process Interconnections

1. Construction of the Facility. The Interconnecting Customer may proceed to construct the Facility in compliance with the specifications of its Application once the Approval to Install the Facility has been signed by the Company.
2. Interconnection and operation. The Interconnecting Customer may operate Facility and interconnect with the Company's system once ~~the~~ all of the following has occurred.÷
3. Municipal Inspection. Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction.
4. Certificate of Completion. The Interconnecting Customer returns the Certificate of Completion to the Agreement to the Company at address noted.
5. Company has completed or waived the right to inspection.
6. Company Right of Inspection. The Company will make every attempt within ten (10) business days after receipt of the Certificate of Completion, and upon reasonable notice and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Standard. The Company has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion. All projects larger than 10 kVA will be witness tested, unless waived by the Company.
7. Safe Operations and Maintenance. The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
8. Disconnection. The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.
9. Metering and Billing. All renewable Facilities approved under this Agreement that qualify for net metering, as approved by the Commission from time to time, and the following is necessary to implement the net metering provisions:
10. Interconnecting Customer Provides: The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards. In some cases the Interconnecting Customer may be required to install a separate telephone line.
11. Company Installs Meter. The Company will make every attempt to furnish and install a meter capable of net metering within ten (10) business days after receipt of the Certificate of Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.

i. Indemnification

Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses,

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penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

ii. Limitation of Liability

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

iii. Termination of Agreement

1. Termination. This Agreement may be terminated under the following conditions:

- a) By Mutual Agreement. The Parties agree in writing to terminate the Agreement.
2. By Interconnecting Customer. The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
3. By Company. The Company may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, or (2) in the event that the Facility impairs or, in the good faith judgment of the Company, may imminently impair the operation of the electric distribution system or service to other customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.

iv. Assignment/Transfer of Ownership of the Facility

This Agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.

v. Interconnection Standard

These Terms and Conditions are pursuant to the Company's "Interconnection Standards for Inverters Sized Up to 100 kVA" for the Interconnection of Customer-Owned Generating Facilities, as approved by the Commission and as the same may be amended from time to time ("Interconnection Standard"). All defined terms set forth in these Terms and Conditions are as defined in the Interconnection Standard (see Company's website for the complete document).

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~~56.55.~~ Certificate of Completion for Simplified Process Interconnections

**Installation Information**

☐ Check if owner installed

Customer/Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

Address of facility (if different from above) \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Generation Vendor \_\_\_\_\_ Contact Person \_\_\_\_\_

I hereby certify that the system hardware is in compliance with Puc 900.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Electrical Contractor Contact Information (if appropriate)**

Name \_\_\_\_\_ Contact Person \_\_\_\_\_ License # \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

Date of approval to install Facility granted by the Company \_\_\_\_\_ Installation Date \_\_\_\_\_

Application ID number \_\_\_\_\_

**Inspection**

The system has been installed and inspected in compliance with the local Building/Electrical Code of (City/County) \_\_\_\_\_

Signed by (Local Electrical Wiring Inspector, or attach signed electrical inspection):

Signed: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

**Customer Certification**

I hereby certify that, to the best of my knowledge, all the information contained in this Interconnection Notice is true and correct. This system has been installed and shall be operated in compliance with applicable electrical standards and the initial startup test required by Puc 905.04 has been successfully completed.

Customer signature \_\_\_\_\_ Date \_\_\_\_\_

As a condition of interconnection you are required to send/email a copy of this form to:

Liberty Utilities (Granite State Electric) d/b/a Liberty Utilities  
Sales and Marketing  
15 Buttrick Road, Londonderry, NH 03053  
Email: [NHSalesMarketing@libertyutilities.com](mailto:NHSalesMarketing@libertyutilities.com)

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~~57.56.~~ Supplemental Review Agreement

This Agreement, dated \_\_\_\_\_, is entered into by and between (name, address) \_\_\_\_\_ (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting a Supplemental Review relative to the Interconnection Process as defined in Sections ~~iii – x -1.0 and outlined in Section 3.0~~ of the Interconnection Standard. This Supplemental Review pertains to the interconnection application the Interconnecting Customer has filed for interconnecting a \_\_\_\_kVA Facility at \_\_\_\_\_ (address of Facility).

If the Supplemental Review determines the requirements for processing the application including any System Modifications, then the modification requirements and costs for those modifications will be identified and included in a billing statement sent by the Company to the Interconnecting Customer for authorization and payment. If the Supplemental Review does not determine the requirements, it will include a proposed Impact Study Agreement as part of the Company’s standard interconnection process which will include an estimate of the cost of the study.

The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Supplemental Review not already provided in the Interconnecting Customer’s application.

All work pertaining to the Supplemental Review that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.

The Company shall perform the Supplemental Review for a fee not to exceed \$1,250. The Company anticipates that the Supplemental Review will cost \$\_\_\_\_. No work will be performed until payment is received.

Please indicate your acceptance of this Agreement by signing below.

\_\_\_\_\_  
Interconnecting Customer

\_\_\_\_\_  
Date

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~~58.57.~~ Line Extensions – Policy 1: Individual Residential Customers

In areas in which Delivery Service by the Company is authorized, the Company will extend its single-phase or three-phase distribution facilities or upgrade its single-phase distribution facilities to three-phase distribution facilities to a maximum of 5,280 feet in length to serve Customers under Residential Delivery Service Rate D and Rate D-10, as follows:

i. Applicability

When an individual residential Customer (“Customer”) requests that a distribution line be extended to serve the Customer’s single family or duplex home the terms of this policy shall apply.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installations” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

~~iv. Seasonal Service~~

~~—This policy shall not apply to lines constructed for seasonal service. The Company should be contacted regarding the cost and availability of seasonal service.~~

~~v.~~iv. Construction of Facilities

1. Line Extension on Public Way and Private Property

No distinction shall be made between line extensions on public ways or private property except where specifically noted.

2. Overhead Line Extension

Pursuant to RSA 370:12, Customers requiring an overhead line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by

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the Company, to construct such overhead power line extension on private property. The contractor shall supply and install all materials as specified by the Company.

Overhead line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line.

The Company has the right to refuse to accept a line extension that does not conform to the Company's specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s) at the house and,;
- c) ~~and~~-blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property in accordance with the Company's specifications and subject to the Company's inspection.

### 3. Underground Line Extension

The Company will connect the Customer's underground primary distribution line extension to the Company's distribution system. The Company shall be responsible for:

- a) designating the riser pole location;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s);
- c) providing the company owned boxpad foundation;
- d) providing, installing, owning and maintaining the transformer and meter and,;
- e) ~~and~~-making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for providing, prior to the start of the Company's construction:

- a) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property; installing a steel riser at the Company's designated pole, including a 90 degree sweep and bonding clamp with a copper wire tap;
- b) providing, installing, owning and maintaining all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary and secondary cable, and conduit including, but not limited to, spacers, glue and pulling strings;
- c) installing boxpad foundations, provided by the Company, as indicated on the Company's plan and related construction documents, and,;

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- d) ~~and~~ installing, owning, and maintaining all service conduit and service cable from the Company's equipment to the designated meter location(s).

~~vi.v.~~ Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

~~vii.vi.~~ Code Compliance

All construction must be in accordance with the Company's Construction Standards and the Specifications for Electrical Installations booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

~~viii.vii.~~ Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

~~ix.viii.~~ Payment Required

1. Overhead Line Extension

The "Overhead Cost per Foot" will be a predetermined cost per foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

The Company will provide a predetermined length of overhead distribution line, plus a service drop per house, free of charge ("Allowed Overhead Line Distance per House"). The service drop is considered to be from the last pole to the house.

The "Allowed Overhead Line Distance per House" will be a predetermined distance per home as stated in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

If the total line distance required to serve the house is in excess of the "Allowed Overhead Line Distance per House," there will be a charge to the Customer ("Overhead Installation Charge"). The "Overhead Installation Charge" will be equal to the "Overhead Cost per Foot" times the number of feet in excess of the "Allowed Overhead Line Distance per House."

2. Underground Line Extension

The Company will estimate its cost of providing the necessary equipment to connect the Customer's line extension to the Company's distribution system. The Customer will be required to pay an "Underground Installation Charge" equal to such estimated cost minus an amount equal to the cost of the "Allowed Overhead Line Distance per House"

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If an overhead line extension is built in combination with an underground line extension, the credit for the “Allowed Overhead Line Distance” will only be applied once.

If the estimated cost is less than zero, there shall be no “Underground Installation Charge.”

### 3. Payment Terms

If the “Overhead/Underground Installation Charge” is less than \$3,000, the Customer will be required to pay the entire amount before the start of the construction.

If the “Overhead/Underground Installation Charge” is \$3,000 or greater, the Customer will have the option to either pay the entire amount before the start of the construction, or sign an agreement to pay the amount in 60 equal monthly payments, plus interest at the rate of interest applicable to the Company’s Customer deposit accounts at the time of execution of the payment agreement.

The Company reserves the right to place a lien on the property until such time that the obligation is fulfilled.

### 4. More Than One Customer

Where overhead service is requested by more than one Customer under this policy at the same time, for the same line, the “Overhead Installation Charge” will be apportioned among those Customers, based on the amount of line attributable to each Customer. The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. The calculation of the “Overhead Installation Charge” shall allow for a credit equal to “Allowed Overhead Line Distance per House” for each Customer.

### 5. Customer Added After Initial Construction

At the original Customer’s request, if a new Customer (or group of Customers) is supplied service from facilities constructed under this policy, and if such service begins within five years from the date of the first payment received by the Company from the original Customer or group of Customers, the Company will require such new Customer(s) to make a prorated contribution to the payment of the initial “Overhead Installation Charge.” Any contribution received from a new Customer(s) will be used to proportionately reduce the original Customer’s “Overhead Installation Charge.” The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. However, no refunds will be paid in excess of the original Customer(s) “Overhead Installation Charge.” In addition, a credit for the “Allowed Overhead Line Distance per House” for each Customer will be applied.

### 6. Change of Customer

The Customer must agree, as a condition for the line extension monthly payments, that if the Customer sells, leases or otherwise transfers control and use of the home to another individual (“New Occupant”), and such “New Occupant” opens a new account with the

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Company, the Customer will obtain an agreement from the “New Occupant” to pay the remaining balance as prescribed in the agreement of the Overhead Installation Charge that would have been owed by the Customer at that location. Unless the “New Occupant” signs a new superseding payment agreement with the Company, the original Customer will remain personally liable for the balance owed.

| ~~x~~.ix. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer’s home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

The Company may, at its option, decline to undertake construction during the period of December 1 to April 1 of each year.

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~~59.58.~~ Line Extensions – Policy 2: Residential Developments

i. General Applicability

When a developer, contractor, builder or other entity other than an individual residential Customer (“Customer”) proposing to construct individual homes or a residential development of single family or duplex homes, requests that distribution lines be constructed to serve the homes or development and no suitable distribution facilities exist, the terms of this policy shall apply. This policy applies to a Customer whenever it is building more than one single family or duplex home.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

2. Overhead Line Extension

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house. and;

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- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if in the Company's opinion such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public, and ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

### 3. Underground Line Extension

The Company shall be responsible for:

- a) developing the plan to provide underground electric service;
- b) supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- c) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- d) providing Company owned street light foundations; providing, installing, owning and maintaining all transformers, Company owned street lights, primary and secondary cable, except services;
- e) making all connections to Company equipment;
- f) inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for providing, prior to the start of the Company's construction:

- a) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- b) providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, and conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents;
- c) installing foundations, provided by the Company, for Company owned street lights; supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above;
- d) equipment that is not approved shall not be used without the prior written consent of the Company; installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to each designated meter location;
- e) turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

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v. Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installation booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

4. Plans and Other Documents

The total number of house lots proposed to be constructed will be provided in advance to the Company by the Customer, along with a complete copy of the subdivision plans approved by the planning board in the municipality, if such is required by the municipality. The Company need not begin design work prior to receipt of the approved plans.

The Company may require the Customer to provide, in advance and at no cost to the Company:

- a) a copy of the approval of the planning board for the subdivision;
- b) a copy of all permits and approvals that have been obtained for constructing the development;
- c) easements, drafted by the Company, for all facilities required to serve the development;
- d) the name and address of the financial institution providing financing for the development, including a contact person and phone number;
- e) a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required;
- f) if installation is requested after construction is complete, additional costs, may be borne by the municipality and/or Customer if the tariff does not collect all costs of construction;
- g) a schedule of Customer's best estimate for the construction of homes in the development; and such other reasonable information that may be requested to confirm the viability of the development.

vi. Payment Required

1. Overhead Installation Charge

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Centerline Feet Calculation: The centerline feet calculation will be defined as the total length of all roadways within the subdivision.

The “Overhead Cost -per Centerline Foot” will be a predetermined cost per centerline foot calculated by the Company. This cost is located in Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

The “Overhead Cost per Centerline Foot” assumes that service points are in close proximity to roadways. The Company reserves the right to require the Customer to pay any excess costs to reach the service point when more than one span of wire is required to reach the service point from the roadway.

The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Overhead Distance per House”).

The “Total Allowed Overhead Distance” for the development is equal to the number of house lots times the “Allowed Overhead Distance per House.” The predetermined “Allowed Overhead Distance per House” can be located in ~~The~~ Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

If the total centerline feet within the development are greater than the “Total Allowed Overhead Distance,” then there will be a charge to the Customer (“Overhead Installation Charge”).

~~Centerline Feet Calculation: The centerline feet calculation will be defined as the total length of all roadways within the subdivision.~~

The “Overhead Installation Charge” will be equal to the “Overhead Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Overhead Distance,” and shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

## 2. Underground Installation Charge

The “Underground Cost per Centerline Foot” will be a predetermined cost per centerline foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

The “Underground Cost per Centerline Foot” is calculated assuming all Company facilities terminate within 2 feet of the roadway. The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Underground Distance per House”).

The “Total Allowed Underground Distance” for the development is equal to the number of house lots times the “Allowed Underground Distance per House.” The predetermined “Allowed Underground Distance per House” can be located in Appendix A of the Company’s Terms and Conditions.

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If the total centerline feet within the development are greater than the “Total Allowed Underground Distance”, then there will be a charge to the Customer (“Underground Installation Charge”).

The “Underground Installation Charge” will be equal to the “Underground Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Underground Distance.” The “Underground Installation Charge” shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

### 3. Additional Advance Payments

If there is a cost to get to the limits of the development, the Company may charge the Customer this additional cost.

#### vii. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer’s home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

The Company may, at its option, decline to undertake construction during the period of December 1 to April 1 of each year.

~~60.59.~~ Line Extensions – Policy 3: Individual Commercial and Industrial Customers

i. General Applicability

When a commercial or industrial Customer, developer, contractor, builder or other entity (“Customer”) requests service for new or increased load to a single lot, the terms of this policy shall apply.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring an overhead line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such overhead power line extension on private property. The contractor shall supply and install all materials as specified by the Company. Overhead line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;

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- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and;
- c) ~~and~~ blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for:

- a) blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

~~The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development.~~

### 3. Underground Line Extension

The Company will connect the Customer's underground primary distribution line extension to the Company's distribution system under the conditions shown below.

The Company shall be responsible for developing the plan to provide underground electric service; designating the location of all Company owned equipment, the service entrance and meter location(s); providing, installing, owning and maintaining all transformers and meters; and making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for providing, prior to the start of the Company's construction:

- a) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- b) providing, installing, owning and maintaining all required foundations, handholes, manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.;
- c) and retaining ownership of transformer foundations, grounding systems, all primary and secondary cables and all conduit on private property.

The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

### v. Customer Responsibilities

#### 1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

#### 2. Code Compliance

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All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installation booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

### 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

### 4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company:

- a) a complete copy of construction plans including the ~~sitesubdivision~~ plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenant or buyer for the building or the proposed type of occupant, as far as is known by the Customer;
- c) barring a known occupant, the Customer's best estimates of the likely load of the proposed building; all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a schedule of the Customer's best estimate for construction;
- h) and such other reasonable information that may be requested.

### vi. Payment Required

#### 1. Construction Advance

Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail additional payments from the Customer.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (R/k)$$

Where:

A = the Construction Advance paid to the Company by the Customer.

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C = the total estimated cost of construction for facilities required exclusively to meet the distribution service requirement of the Customer. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the annual Distribution Revenue derived from the Customer within the first year following the completion of the Company's construction of the facilities.

k = the annual carrying charges measured at the time of construction, expressed as a decimal.

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

## 2. Refund

Whenever the Company collects a Construction Advance from the Customer, the Customer has the option to request the Company to perform a one-time recalculation of the Construction Advance payment using actual construction costs and actual distribution revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the one-time review may be made at any time between twelve and thirty-six months after commencement of delivery of electricity.

To determine the refund the Construction Formula shall be modified as follows:

C = the actual cost of construction. If the actual cost of construction exceeds the estimate, then the estimated cost of construction shall be used. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the actual additional annual distribution revenue for the most recent twelve months.

k = the annual carrying charge factor, expressed as a decimal.

If a lower or negative (A) results from applying the Formula as so modified, and if, in the Company's opinion, a risk does not exist regarding either a future reduction in the level of the Customer's usage or the collectability of the Customer's account, then the Company shall refund a portion of, or the entire calculated Construction Advance or the full cost of construction,

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without interest. In no case shall the amount refunded exceed the original construction advance (A), nor shall the review result in additional payments from the Customer.

### 3. Additional Payment

When in the Company's opinion, significant engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer this cost before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded.

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~~61-60.~~ Line Extensions – Policy 4: Commercial and Industrial Developments

i. Applicability

When a developer, contractor, builder or other entity (“Customer”) proposes to construct a commercial or industrial development and no suitable distribution facilities exist, the terms of this policy shall apply. For the purposes of this policy, commercial or industrial Customers shall include condominiums, apartments or mobile home complexes.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public or private ways except where specifically noted.

2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc., that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and;
- c) ~~and~~ blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company’s opinion, such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public ways by

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the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

### 3. Underground Line Extension

When underground service is requested, the Company shall be responsible for:

- a) developing the plan to provide underground electric infrastructure along the traveled way;
- b) supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer; designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- c) providing Company owned street light foundations providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company owned street lights, and meters;
- d) making all connections to Company equipment and;
- e) ~~and~~ inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for ~~providing~~, prior to the start of the Company's construction:

- f) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- g) providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, and conduit including spacers, glue, and pulling strings, etc., as indicated on the Company's plan and related construction documents;
- h) installing foundations, provided by the Company, for Company owned street lights;
- i) supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above;
- j) equipment that is not approved shall not be used without the prior written consent of the Company and;
- k) ~~and~~ turning over ownership of the conduit system, to the Company upon inspection and acceptance of the conduit system by the Company.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

### v. Customer Responsibilities

#### 1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer

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will provide these easements prior to the start of the Company's construction and at no cost to the Company.

## 2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installations booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

## 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

## 4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company, the following:

- a) a complete copy of construction plans including the subdivision plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenants or buyers for each building or the proposed type of occupant, as far as is known by the Customer; barring a known occupant, the Customer's best estimates of the likely load of each proposed building;
- c) all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required. If installation is requested after construction is complete, additional cost may be borne by the municipality and/or Customer if the appropriate tariff does not collect all costs of construction;
- h) a schedule of the Customer's best estimate for construction; and
- i) such other reasonable information that may be requested.

## vi. Payment Required

### 1. Construction Advance

The Company will determine the roadway infrastructure required to meet the distribution service requirements of the commercial development.

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In accordance with the Formula below (the “Formula”), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The “Allowed Credit per Buildable Lot” (B) will be a predetermined cost calculated by the company. This cost is located in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (B \times N)$$

Where:

A = the Construction Advance paid to the Company by the Customer

C = the total estimated cost of construction for facilities required along the traveled way to meet the distribution service requirements of the development. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

B = Allowed Credit per buildable lot

N = Number of buildable lots

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

## 2. Additional Payment

When in the Company’s opinion, significant engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer this cost before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded.

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~~62-61.~~ Schedule of Fees for Line Extensions

i. Policy 1

1. Allowed Overhead Distance Per House.....300 feet or 1 pole,  
whichever is greater
2. Overhead Cost per Foot.....\$11.40

Under Policy 1, there is no allowed underground distance for a single residential home. The Customer is given a credit equal to the cost of 300 feet of overhead distribution line towards the construction cost of the underground line extension and the Customers pays for the costs in excess of the amount of the credit.

ii. Policy 2

1. Allowed Overhead Distance per House.....100 feet
  - a) Overhead Cost per Foot.....\$11.40
1. Allowed Underground Distance per House.....100 feet
  - a) Underground Cost per Centerline Foot.....\$14.71

iii. Policy 4

1. Overhead
  - a) B = Allowed Credit per Buildable Lot.....\$4,500
2. Underground
  - b) B = Allowed Credit per Buildable Lot.....\$4,500

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~~63.62.~~ Terms and Conditions for Competitive Suppliers

i. General Applicability

1. The following Terms and Conditions shall apply to every registered Competitive Supplier within the State of New Hampshire authorized to do business with the Company and their customers.
2. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the Commission's Orders or regulations and New Hampshire law. In case of conflict between these Terms and Conditions and any orders or regulations of the Commission, said orders or regulations shall govern.
3. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

ii. Definitions

**Aggregator:** Any entity registered with the Commission to negotiate the purchase of electric supply services for retail Customers in New Hampshire.

**CEPS Agreement:** The contract between the Company and the Competitive Supplier referenced in Section 2.e. below.

**Competitive Supplier or Supplier:** Any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.

**EDI Working Group Report:** The report submitted by the Electronic Data Interchange Working Group to the Commission on April 2, 1998, and approved by Order 22,919. The report is available on the Commission's website.

**EnergyGeneration Service:** The sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.

**ISO-NE:** ISO New England Inc., authorized by the Federal Energy Regulatory Commission to exercise for New England the functions required pursuant to the Commission's Order No. 2000 (and its progeny) and the Commission's regulations, and any successor organization (including but not limited to a Regional Transmission Organization).

**Market Participant:** A participant in the New England Market that has executed a

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Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the FERC.

**NEPOOL:** New England Power Pool and its successors.

**NEPOOL Agreement:** The Second Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or accepted by the Commission and as may be amended, modified, superseded, supplemented and/or restated from time to time.

**PTF:** Pool transmission facilities included in the Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.

**Settlement Account:** The settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

~~**CEPS Agreement:** The contract between the Company and the Competitive Supplier referenced in Section II.C.5 below.~~

iii. Obligation of Parties

Customer shall select one Competitive Supplier for each account at any given time for the purposes of the Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate ~~EnergyGeneration Service, as required by the Competitive Supplier in accordance with Section III.A.1, below.~~ A Customer may choose only a Competitive Supplier that is ~~registered~~ licensed by the Commission.

1. The Company shall:

- a) Arrange for or provide local network transmission services from PTF to the Company's distribution system for each Customer;
- b) Arrange for or provide regional network transmission service over PTF ;
- c) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);
- d) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;
- e) Deliver power over distribution facilities to each Customer Delivery Point;
- f) Provide customer service and support for Distribution Service;
- g) Respond to service interruptions or power quality problems;
- h) Handle connections and terminations;
- i) Read Meters;
- j) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, for ~~EnergyGeneration~~ Service;
- k) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for ~~EnergyGeneration~~ Service;

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- l) Answer general questions about Distribution Service;
- m) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE,
- n) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, below, and the rules and procedures set forth in the EDI Working Group Report;
- o) Provide information regarding, at a minimum, tariffs, meter read schedules, and load profiles, on its Internet web site; and
- p) Provide up to twelve months of a Customer's historic billing data to a Customer or a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, this information shall be provided in electronic form at no charge.

2. The Competitive Supplier shall:

- a) Meet the registration and licensing requirements established by law or regulation and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the Competitive Supplier in such Market Participant's Settlement Account;
- b) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;
- c) Give the Company at least 60 days' prior notice of termination of its status as a Market Participant or termination of the agreement referenced in Section 2.e.(4)(ii) above. The Competitive Suppliers right to serve customers will cease effective with such termination, however the supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;
- d) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;
- e) Enter into a CEPS Agreement with the Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of EnergyGeneration Service to any Customer in the Company's service territory. A business initiation fee of \$500.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI connectivity and initial set up of the Competitive Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each Competitive Supplier and included in the CEPS Agreement;
- f) Complete testing of the transactions included in the EDI Working Group Report prior to the initiation of EnergyGeneration Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report;
- g) Be responsible for obtaining the necessary authorization from each Customer prior to initiating EnergyGeneration Service to the Customer;
- h) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the historic usage information or Interval Data specific to that Customer to the Competitive Supplier. Such authorization shall consist of (i) a letter of authorization;

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(ii) electronic transmission to a competitive supplier; or (iii) a written authorization provided to a registered Aggregator.

iv. Provisions of Service

1. Initiation of ~~Energy~~Generation Service

- a) To initiate ~~Energy~~Generation Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EDI Working Group Report. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.
- b) If the information on the enrollment transaction is correct, the Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- c) ~~Generation~~Energy Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the next meter read date.
- d) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the next meter read date, ~~Generation~~Energy Service shall commence on the date of the Customer's subsequent scheduled meter read.
- e) If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

2. Termination of ~~Energy~~Generation Service

- a) To terminate ~~Energy~~Generation Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report. ~~Generation~~Energy Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the Competitive Supplier has not submitted this transaction at least two (2) business days before the meter read date, ~~Generation~~Energy Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- b) To terminate ~~Generation~~Energy Service with a Competitive Supplier, a Customer shall so inform the Competitive Supplier who will submit the required "supplier drops customer" transaction. ~~Generation~~Energy Service shall be terminated on the date of the Customer's next scheduled meter read.
- c) In those instances when a Customer, who is receiving ~~Generation~~Energy Service from an existing Competitive Supplier, initiates such service with a new Competitive Supplier, the new Competitive Supplier must submit an EDI enrollment request to the Company. The Company shall send the existing Competitive Supplier a "customer drops supplier" transaction, in

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accordance with the rules and procedures set forth in the EDI Working Group Report.

- d) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available. Reconciliations of actual meter reads will be at the discretion of the Company.

### 3. Customer Outages

#### a) Planned Outages

In the event that the loading on the distribution system, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

#### b) Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. The Company may also be called upon from time to time by ISO New England to implement voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection(s).

### 4. Metering

#### a) Meter Reading

The Company shall meter each Customer in accordance with tariff provisions.

Each Customer shall be metered or estimated such that the loads can be reported to ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's Settlement Account.

#### b) Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a ~~metering device~~new meter or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written

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request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

#### 5. Billing Service

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Energy Service. The Company shall offer two billing service options to Competitive Suppliers providing ~~Generation~~Energy Service to Customers: a) Standard Billing Service; and b) Consolidated Billing Service. The Competitive Supplier shall inform the Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI Working Group Report.

##### a) Standard Billing Service

The Company shall issue a single bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of ~~Generation~~Energy Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

The Company shall send a “customer usage information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

##### b) Consolidated Billing Service

The Company shall issue a single unbundled bill for electric service to each Customer.

The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier’s portion of a Customer’s bill, and integrate this billing with its own billing in a single mailing to the Customer.

The Company shall send a “customer usage and billing information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

#### 6. Payment Services

Upon receipt of Customer payments, the Company shall send a “payment/ adjustment” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the CEPS agreement entered into by the Competitive Supplier and the Company.

The following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed:

- a) Any outstanding customer loans or deposit obligations with the Company;
- b) Any Company current payment arrangement obligations;
- c) Any Company budget billing arrangement obligations;

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- d) Company and Supplier aged accounts receivables, with a priority for the Company's aged receivables;
- e) Company and Supplier current charges, with a priority for the Company's current charges; and
- f) Any Company miscellaneous non-electric service product or services.

Any services in addition to initial set up, that requires the use of the Company's external EDI vendor, will be charged to the supplier a per-hour rate.

Business Initiation Fee.....\$500.00 one-time fee  
Payment Service Customization.....\$175.00 per hour

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

v. Definition of Standard Units of Service

1. Billing Demand

Units of billing demand shall be as defined in the Company's applicable Rate Schedule.

2. On-Peak / Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable Rate Schedule.

vi. Determination of Hourly Loads

- 1. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
- 2. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Settlement Account.
- 3. To refine the estimates of the Competitive Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
- 4. The hourly loads shall be determined consistent with the following steps:
  - a) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.

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- b) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
  - c) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.
  - d) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.
5. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

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~~64.63.~~ Residential Energy Efficiency Loan Program

i. Availability

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission ("Participating Customers") to borrow all or a portion of the Customer's share of the installed cost of the energy-efficiency measures ("Customer Loan Amount") from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. The Participating Customer must own the property where the energy-efficiency measures are installed; and
2. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under Domestic Rate D, Optional Peak Load Pricing Rate D-10, or Limited Total Electric Living Rate T; and
3. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer's request for a loan under this program; and
4. The Customer Loan Amount has no minimum and must be less than or equal to \$2,000 per customer per year, and must not exceed the Participating Customer's share of the installed cost of the energy efficiency measures installed under the Company's approved energy-efficiency program; and
5. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

At its sole discretion, the Company shall determine eligibility for service under this program subject to the availability of program funds.

Any Participating Customer receiving a loan under this program must remain a Delivery Service customer of the Company at the property where the energy-efficiency measures are installed until the loan has been repaid in full. In the event the Participating Customer ceases to be a Delivery Service Customer of the Company at the property where the energy-efficiency measures are installed, any remaining charges under this program shall immediately become due and payable.

ii. Customer Loan Agreement

Participating Customers shall be required to execute a separate Residential Customer Loan Agreement which will specify the fixed monthly charge and other applicable terms. A Participating Customer can choose to pay the remaining balance owed to the Company at any

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time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company's Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of electric service for nonpayment of the charges under this program.

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 24 months.

The revolving loan fund is funded through a grant from the Greenhouse Gas Emissions Reduction Fund created pursuant to RSA 125-O:23 as administered by the Commission

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~~65-64.~~ Non-Residential Energy Efficiency Loan Program

i. Availability

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission ("Participating Customers") to borrow all or a portion of the Customer's share of the installed cost of the energy-efficiency measures ("Customer Loan Amount") from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. 1. The Participating Customer must own the property where the energy-efficiency measures are installed; and
2. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under General Service Time-of-Use Rate G-1, General Long-Hour Service Rate G-2, General Service Rate G-3, or Outdoor Lighting Service Rate M; and
3. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer's request for service under this program; and
4. The Customer Loan Amount has no minimum and must be less than or equal to \$50,000 for each project, and must not exceed the Participating Customer's share of the installed cost of the energy efficiency measures installed under the Company's approved energy-efficiency program; and
5. A Participating Customer is limited to \$150,000 per year in loan funds with no limit on the number of projects at the sole discretion of the Company based on program demand. If at any point there are no loan fund recipients or there have been no loan fund recipients in a given year, the Company may petition the Commission to allow a particular customer to receive more than \$150,000 in loan funds in a given year; and
6. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

At its sole discretion, the Company shall determine eligibility for service under this program subject to the availability of program funds.

Any Participating Customer receiving a loan under this program must remain a Delivery Service customer of the Company at the property where the energy-efficiency measures are installed until the loan has been repaid in full. In the event the Participating Customer ceases to be a Delivery Service Customer of the Company at the property where the energy-efficiency

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measures are installed, any remaining charges under this program shall immediately become due and payable.

ii. Customer Loan Agreement

Participating Customers shall be required to execute a separate Non-Residential Customer Loan Agreement which will specify the fixed monthly charge and other terms of the loan. A Participating Customer can choose to pay the remaining balance owed to the Company at any time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company's Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of electric service for nonpayment of the charges under this program.

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 120 months.

The revolving loan fund is funded through a grant from the Greenhouse Gas Emissions Reduction Fund created pursuant to RSA 125-O:23 as administered by the Commission.

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**Rate D**

Availability

Retail Delivery Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for farm purposes. If electricity is delivered through more than one meter, the charge for electricity delivered through each meter shall be computed separately under this rate.

Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff:

Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....4.912

Reliability Enhancement/Vegetation Management.....(0.017)

Total Distribution.....4.895

Transmission Service Cost Adjustment.....3.557

Stranded Cost Adjustment Factor.....(0.150)

Storm Recovery Adjustment Factor.....0.000

The following rates for water heating service are only available to customers who were receiving such service as of July 1, 2016 and who have continuously received service hereunder since that date:

Off-Peak Use: 16 Hour Control

For all electricity separately metered and delivered between the hours of 11:00 p.m. on each day and 7:00 a.m. on the next day, the price of such electricity shall be:

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Energy Charges Per Kilowatt-Hour

Distribution Charge.....	4.224
Reliability Enhancement/Vegetation Management.....	(0.017)
Total Distribution.....	4.207
Transmission Service Cost Adjustment.....	3.557
Stranded Cost Adjustment Factor.....	(0.150)
Storm Recovery Adjustment Factor.....	0.00

If a Customer has installed an electric water heater of a type approved by the Company,  
and electricity is delivered to such water heater is supplied only under this rate.

Off-Peak Use: 6 Hour Control

For all electricity separately metered and subject to the Company's right to limit the operation of the bottom water heating element up to 6 hours a day, the price of such electricity shall be:

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....	4.301
Reliability Enhancement/Vegetation Management.....	(0.017)
Total Distribution.....	4.284
Transmission Service Cost Adjustment.....	3.557
Stranded Cost Adjustment Factor.....	(0.150)
Storm Recovery Adjustment Factor.....	0.000

If a Customer has installed an electric water heater of a type approved by the Company,  
and electricity delivered to such water heater is supplied only under this rate

Farm Use

The availability of the Farm Use Section is limited to those locations which were served under the Farm Use Section of Domestic Rate D, N.H.P.U.C. No. 8 - Electricity immediately prior to the effective date of this rate. For such farm customers, where all electricity is supplied by the Company, the RATE PER MONTH is modified as follows:

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Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge*	4.363
Reliability Enhancement/Vegetation Management	(0.017)
Total Distribution	4.346
Transmission Service Cost Adjustment	3.557
Stranded Cost Adjustment Factor	(0.150)
Storm Recovery Adjustment Factor	0.000

\*All Regular Use kilowatt-hours in excess of the greater of the following:

- i. 500 kilowatt-hours
- ii. 100 kilowatt-hours per kilovolt-ampere of transformer capacity needed to serve the Customer

Interruptible Credits

This credit provision is only available to customers who were receiving such service as of July 1, 2016 and who have continuously received service hereunder since that date.

The Company will provide, own and maintain a suitable switch designed to control the operation of selected appliances so that the appliance may operate only during the hours chosen by the Company.

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control Hours Per Day	Credit
IC-1	6	(\$3.97)
IC-2	16	(\$5.68)

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### Rate D-10 Optional Peak Load Rate

#### Availability

Retail Delivery Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for farm purposes to selected customers presently served under Rate D.

If electricity is delivered through more than one meter, the charge for electricity delivered through each meter shall be computed separately under this rate. The availability of this rate will be subject to the Company's ability to obtain the necessary meters and to render such service.

#### Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

#### Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff:

#### Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge On Peak.....10.583

Distribution Charge Off Peak.....0.146

Reliability Enhancement/Vegetation Management.....(0.017)

Total Distribution Charge On Peak.....10.566

Total Distribution Charge Off Peak.....0.129

Transmission Service Cost Adjustment.....3.558

Stranded Cost Adjustment Factor.....(0.154)

Storm Recovery Adjustment Factor.....0.000

Peak hours will be from 8:00 a.m. to 9:00 p.m. daily on Monday through Friday excluding holidays.

Off-Peak hours will be from 9:00 p.m. to 8:00 a.m. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

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Electric water heating service is available under this rate subject to the conditions specified herein. For such water heating service the Company will provide, own and maintain a suitable switch designed to control the operation of the water heater so that the bottom heating element may operate only during Off-Peak hours.

Electric Water Heating Conditions

Electricity delivered to the water heater must be separately controlled. The Company shall install, own and maintain the control relay. The bottom water heating element will operate only during Off-Peak hours. All water heaters installed after the effective date of this rate shall have a storage capacity of 80 gallons or greater and be of a type approved by the Company. However, approved water heater of less than 80 gallons now being served by the Company may be permitted to transfer to this rate, and at the Company's option smaller tanks may be permitted only within an individual apartment of a multi-family building.

Terms of Agreement

The agreement for service under this rate will continue for an initial term of one year if electricity can be properly delivered to a Customer without an uneconomic expenditure by the Company. The agreement may be terminated at any time on or after the expiration date of the initial term by twelve (12) months prior written notice.

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### General Service Time-of-Use Rate G-1

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale, subject to the provisions of this section. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be greater than or equal to 200 kW of Demand. A Customer may be transferred from rate G-1 at its request or at the option of the Company if the customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months.

If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate. If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may be delivered under the provisions of the Limited Commercial Space Heating Rate V.

The actual delivery of service and the rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company.

All customers served on this rate must elect to take their total electric service under the time-of-use metering installation as approved by the Company. If delivery is through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate.

#### Character of Service

Service supplied under this rate will be 60 cycle, three-phase alternating current normally at a nominal voltage of 120/208, 277/480, 2400, 4160, 4800, 7200, 13,200 and 13,800 volts. All voltages are not available in every area.

#### Rate Per Month

The Rate Per Month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff.

#### Rates for Retail Delivery Service

Customer Charge.....\$372.50 per month

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Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge On Peak.....	0.481
Distribution Charge Off Peak.....	0.143
<u>Reliability Enhancement/Vegetation Management.....</u>	<u>(0.017)</u>
Total Distribution Charge On Peak.....	0.464
Total Distribution Charge Off Peak.....	0.126
Transmission Service Cost Adjustment.....	3.118
Stranded Cost Adjustment Factor.....	(0.150)
Storm Recovery Adjustment Factor.....	0.000

Demand Charges Per Kilowatt

Distribution.....	\$7.66
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Distribution Energy Charges Peak Periods

Peak hours will be from 8:00 a.m. to 9:00 p.m. daily on Monday through Friday excluding holidays.

Off-Peak hours will be from 9:00 p.m. to 8:00 a.m. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
- 90% of the greatest fifteen-minute peak during the peak hours occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
- 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven (11) months prior to the application of this rate shall be considered as having been established under this rate.

Optional Determination of Demand

However, a Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than twelve consecutive months, be based upon the greatest of items a) or b) above. In such case, the Demand Charge and the Energy Charge will be increased by 20% during such period.

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High Voltage Metering Adjustment

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

Credit for High Voltage Delivery

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts and the Company is saved the cost of installing any transformer and associated equipment, a credit of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

High Voltage Delivery Credit.....\$0.42 per kWh

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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### General Long Hour Service Rate G-2

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale subject to the provisions of this section. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be greater than or equal to 20 kW of Demand but is less than 200 kW of Demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate.

A customer may be transferred from rate G-2 at its request or at the option of the Company if the customer's twelve (12) month average monthly demand is less than 18 kW of demand for three consecutive months.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may be delivered under the provisions of the Limited Commercial Space Heating Rate V.

#### Character of Service

Service supplied under this rate will be 60 cycle, three-phase alternating current normally at a nominal voltage of 120/208, 277/480, 2400, 4160, 4800, 7200, 13,200 and 13,800 volts. All voltages are not available in every area.

#### Rate Per Month

The Rate Per Month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff.

#### Rates for Retail Delivery Service

Customer Charge.....\$62.00 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge..... 0.171  
Reliability Enhancement/Vegetation Management.....(0.017)  
Total Distribution Charge..... .014  
  
Transmission Service Cost Adjustment.....3.424  
Stranded Cost Adjustment Factor.....(0.151)  
Storm Recovery Adjustment Factor.....0.000

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Demand Charges Per Kilowatt

Distribution.....\$7.60

Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
- c) 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven months prior to the application of this rate shall be considered as having been established under this rate.

Optional Determination of Demand

However, a Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than ~~two~~elve consecutive months, be based upon the greatest of items a) or b) above. In such case, the Demand Charge and the Energy Charge will be increased by 20% during such period.

High Voltage Metering Adjustment

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

Credit for High Voltage Delivery

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of the peak hours billing demand for such month shall be allowed against the amount determined under the preceding provisions.

High Voltage Delivery Credit.....\$0.42 per kWh

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Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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### General Service Rate G-3

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be less than 20 kW of demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate.

#### Character of Service

Service supplied under this rate will be 60 cycle, alternating current either:

- a) Single-phase normally three-wire at a nominal voltage of 120/240 volts.
- b) Three-phase secondary normally at a nominal voltage of 120/208, or 277/480 volts.
- c) Three-phase primary normally at a nominal voltage of 2400, 4160, 4800, 7200, 13,200 or 13,800 volts.

All voltages are not available in every area.

#### Rate Per Month

The rate per month will be the sum of the Customer and Energy Charges subject to the adjustments in this tariff:

#### Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....4.666  
Reliability Enhancement/Vegetation Management.....(0.017)  
Total Distribution Charge.....4.649  
  
Transmission Service Cost Adjustment.....3.400  
Stranded Cost Adjustment Factor.....(0.144)  
Storm Recovery Adjustment Factor.....0.000

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Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

Reliability Enhancement Program and Vegetation Management Plan Adjustment

All energy billed under this rate is subject to a Reliability Enhancement Program and Vegetation Management Plan Adjustment Factor which shall be adjusted from time to time.

Reliability Enhancement Program Capital Investment Allowance

Distribution base rates are subject to adjustment on an annual basis for a Reliability Enhancement Program Capital Investment Allowance.

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### Outdoor Lighting Service Rate M

#### Availability

##### *Public Lighting*

Available for Street or Highways and areas within the public domain for customers designated as governmental entities, inclusive of the state, municipalities, or other public authorities. Installations on limited access highways, tunnels, bridges and the access and egress ramps thereto are subject to the Special Rate Conditions of this tariff.

##### *Private Lighting*

Available to private customers for outdoor lighting of areas on private property where necessary fixtures can be supported on existing poles and where such service can be supplied from existing secondary distribution facilities.

In special circumstances outlined in the pole and accessory section below, the Company will install a wooden pole.

##### *Lighting Services*

Service under this rate is for full-night service street lighting whereby the luminaire operates for the entire night time period pursuant to the Hours of Operation provision below. In addition, customers may, at their option, take advantage of part-night service in which the luminaire operates for a portion of the night pursuant to the Hours of Operation provision below. Customers may select the part-night service option at the time of lighting installation or at any time during service. Any request to select the part-time night service option must be made in writing.

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....	0.000
<u>Reliability Enhancement/Vegetation Management.....</u>	<u>(0.017)</u>
Total Distribution.....	(0.017)
Transmission Service Cost Adjustment.....	2.359
Stranded Cost Adjustment Factor.....	(0.150)
Storm Recovery Adjustment Factor.....	0.000

No further installation or relocation of Incandescent and Mercury Vapor lights will be made after the effective date of this rate.

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Pole and Accessory Charge

An additional annual charge enumerated below will be applied where the Company is requested to furnish a suitable wood pole for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated. This pole may not be more than one (1) span from the existing secondary service located along a roadway or thoroughfare, and must be reachable for mechanized equipment.

Description	Monthly Price Per Unit
<b>Overhead Service</b>	
Wood Poles	\$8.86
<b>Underground Service – Non-Metallic Standard</b>	
Fiberglass – Direct Embedded	\$9.18
Fiberglass with Foundation < 25 ft.	\$15.57
Fiberglass with Foundation >= 25 ft.	\$26.01
Metal Poles <del>Poles</del> – Direct Embedded	\$18.57
Metal Poles <del>Poles</del> with Foundation	\$22.37

Other Charges

Pursuant to RSA 9-E:4, the Company provides a part-night service that, when requested by a customer, will require the replacement of the photoelectric control that will allow for the operation of the luminaire for a portion of the night. The Company shall assess the customer a Part Night Charge of \$150 for the installation of each photoelectric control that must be replaced in order for part-night service to be operational and for the removal of such photoelectric control upon the customer's request to return to full-night service. For installation or removal of each photoelectric control made during a scheduled maintenance visit or during the installation of a new outdoor lighting service, the Company shall assess the customer a Part Night Charge of \$20 for the installation or removal of each such photoelectric control. The Part Night Charge does not include the cost or fees associated with any work-zone protection, traffic control services and/or permits required to perform the customer requested change, all of which shall be the responsibility of the customer.

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The energy charges for each luminaire will be determined by multiplying the current energy charges per kilowatt-hour by the average monthly kilowatt-hours shown in the following table:

All-Night Service Option:

The monthly kilowatt-hours and distribution rates for each luminaire served under the all-night service option are shown below.

For New and Existing Installations:

Lamp Light Output Lumens	Nominal Power Rating Watts	Monthly KWH per Luminaire												Monthly Distribution Rate
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<u>High Pressure Sodium Roadway:</u>														
4,000	50	22	18	19	16	16	14	15	16	18	20	20	22	\$7.52
9,600	100	43	37	37	33	33	29	30	33	35	39	41	44	\$9.12
27,500	250	108	92	93	82	78	72	76	82	88	98	102	110	\$16.02
50,000	400	172	147	149	131	125	115	121	132	140	157	164	175	\$20.87

High Pressure Sodium Post Top:

9,600	100	43	37	37	33	33	29	30	33	35	39	41	44	\$10.50
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High Pressure Sodium Flood:

27,500	250	108	92	93	82	78	72	76	82	88	98	102	110	\$16.16
50,000	400	172	147	149	131	125	115	121	132	140	157	164	175	\$22.31

For Existing Installations Only:

Lamp Light Output Lumens	Nominal Power Rating Watts	Monthly KWH per Luminaire												Monthly Distribution Rate
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<u>Incandescent:</u>														
1,000	103	44	38	38	34	32	30	31	34	36	41	42	45	\$10.04

Mercury Vapor Roadway:

4,000	100	22	18	19	16	16	14	15	16	18	20	20	22	\$7.27
8,000	175	43	37	37	33	33	29	30	33	35	39	41	44	\$8.84
22,000	400	108	92	93	82	78	72	76	82	88	98	102	110	\$16.72
63,000	1000	172	147	149	131	125	115	121	132	140	157	164	175	\$31.72

Mercury Vapor Flood:

22,000	400	108	92	93	82	78	72	76	82	88	98	102	110	\$18.49
63,000	1000	172	147	149	131	125	115	121	132	140	157	164	175	\$31.93

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For New and Existing Installations:

Lamp Light Output Lumens	Nominal Power Rating Watts	Monthly KWH per Luminaire												Monthly Distribution Rate
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<u>LED:</u>														
3,000	30	13	11	11	10	9	9	9	10	11	12	12	13	\$16.28
5,000	50	22	18	19	16	16	14	15	16	18	20	20	22	\$17.01
16,000	130	56	48	48	42	40	37	39	43	46	51	53	57	\$20.07
21,000	190	82	70	71	62	59	55	58	62	67	75	78	83	\$27.19
<u>LED Underground Residential Developments:</u>														
5,000	50	22	18	19	16	16	14	15	16	18	20	20	22	\$19.08
<u>LED Flood:</u>														
9,400	90	39	33	34	29	28	26	27	30	32	35	37	39	\$18.69
14,600	130	56	48	48	42	40	37	39	43	46	51	53	57	\$20.74
<u>LED Barn:</u>														
4,800	50	22	18	19	16	16	14	15	16	18	20	20	22	\$7.30

#### Limitations on Availability

The availability of this rate to any Customer is contingent upon the availability to the Company of personnel and/or other resources necessary to perform the conversion of existing Fixtures.

#### Special Rate Conditions

Charges for the operation of outdoor lights may be increased if, in the Company's opinion, lights are to be installed in locations or under conditions such that estimated income will be insufficient to justify the estimated cost of construction.

#### Billings

One-twelfth of the annual price of luminaires, poles and accessories plus energy charges, including adjustments, will be billed each month beginning with the month following the month in which service is rendered.

Luminaire Charges and Pole and Accessory Charges will be based on the ~~monthly~~ annual rates above ~~divided by 365 days to arrive at a daily rate and multiplied by the actual number of days in the billing period~~ as measured from the date of the prior bill to the current bill date.

Charges per kWh will be based on the annual kWh per luminaire above. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights among the months. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing

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monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date of the prior bill to the current bill date and then multiplied by the charge per kWh.

#### Hours of Operation

*Full-Night Service:* All streetlights will be operated every night from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

*Part-Night Service:* All streetlights will be operated every night from approximately one-half hour after sunset then turning off at a time equal to one-half of the previous standard service period and, as necessary, from five and one-half hours later until approximately one-half hour before sunrise, a total of no greater than 2,448 hours each year.

#### Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the luminaire price of such light, upon presentation of a claim from the Customer. The deduction shall be equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

#### Excessive Damage

Excessive damage to poles, lamps, fixtures, or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

#### Terms of Service

The customer shall receive and pay for outdoor lighting service for an initial term of five years from the date of installation. Unless notice of termination is given, service shall be extended thereafter for terms of one year. Either the customer or the Company may terminate outdoor lighting service by giving the other written notice at least six months before expiration of a term.

#### Discontinuance of Lights

Upon expiration of the initial five year term, the Customer may discontinue lights by written notice to the Company. Such discontinuance is contingent upon the customer paying the

undepreciated value of the light installation plus a removal charge of \$50 per light. Removal of such lights will be completed in a reasonable period as agreed upon.

Conversion of Existing Lights to Sodium Vapor or LED

*Public Street Lights*

1. Incandescent lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of incandescent lights with an appropriate sodium vapor light or LED. The conversion will be completed in a period as agreed upon.
2. Mercury vapor lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of mercury vapor lights with an appropriate sodium vapor light or LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.
3. Sodium Vapor lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of sodium vapor lights with an appropriate LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.

| Public, Private, Street, or Outdoor Lights

Conversion of lights will be made as requested by the Customer and as agreed to by the Company, upon payment of the undepreciated value of the existing light and a \$50 per light conversion charge.

Energy Emergency Service

In the event of a generally recognized national and/or regional energy shortage or emergency, annual outdoor lighting may be disconnected upon written request of the Customer. In this event, a monthly charge will be billed at the rate of 80% of the normal charges for the duration of time the lighting service is disconnected.

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### **Limited Total Electrical Living Rate T**

#### Availability

The availability of this rate is limited to the following customers: 1) those who immediately prior to the effective date of this rate were served under Total Electric Living Rate T, NHPUC No. 8 - Electricity and are presently receiving service under this rate, and (2) those who requested service under this rate prior to May 1, 1982.

To such customers, delivery service under this Limited Total Electric Living Rate T continues to be available to the classifications below, subject to the conditions hereinafter stated:

#### Classifications

1. An individual residence or individual apartment.
2. A building or group of buildings under common ownership and operation, where the principal use of electricity is for living quarters. If the owner does not furnish all the electric requirements to the residential tenants of a building, the balance of these residential requirements may be billed individually to the tenants under this rate.
3. A church or school, including adjacent buildings owned and operated by such church or school and used principally for religious or education purposes.

#### Conditions

1. Electricity must be the sole source of energy for space heating and water heating.
2. All electrical space heating equipment must be permanently installed. It is recommended that insulation be permanently installed and conform to the Company's standards.
3. All water heaters installed shall be of a type and size approved by the Company.
4. The Customer shall provide a separate circuit for the water heater, of ample capacity and designed for a 240-volt operation, to which no equipment other than the water heater shall be connected.

#### Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

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Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff.

Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....4.114  
Reliability Enhancement/Vegetation Management.....(0.017)  
Total Distribution Charge.....4.097

Transmission Service Cost Adjustment.....3.372  
Stranded Cost Adjustment Factor.....(0.149)  
Storm Recovery Adjustment Factor.....0.000

Interruptible Credits

This credit provision is only available to customers who were receiving such service as of July 1, 2016 and who have continuously received service hereunder since that date.

The Company will provide, own and maintain a suitable switch designed to control the operation of selected appliances so that the appliance may operate only during the hours chosen by the Company.

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control Hours Per Day	Credit
IC-1	6	(\$3.97)
IC-2	16	(\$5.68)

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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### Unmetered Electric Service Rate U

Unmetered services are usually not permitted. However, if after careful study it definitely appears the installation of a meter is impractical, due to the design of the Customer's equipment, then the Customer's monthly bill will be computed by applying the applicable electric rate schedule to a use arrived at by multiplying the total load by 730 hours.

This policy will not be applied when the load is controlled by the Company through a street lighting circuit, nor does it apply to traffic signals owned and controlled by Municipalities.

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### Limited Commercial Space Heating Rate V

#### Availability

The availability of this rate is limited to the following customers: 1) those who immediately prior to the effective date of this rate were served under Commercial Space Heating Rate V, NHPUC No. 8 - Electricity and are presently receiving service under this rate, and 2) those who requested service under this rate prior to May 1, 1982.

To such customers, delivery service under this Limited Commercial Space Heating Rate V is available for space heating in buildings other than residences, where the Customer's premises are heated exclusively by electricity.

Air conditioning used in addition to electric space heating at this same location may also be served under this rate, provided that electricity is the sole source of energy, and all the requirements for these purposes are metered hereunder.

Electric space heating equipment shall be permanently installed and be of a type and size approved by the Company.

Service under this rate will be metered separately.

Any other use of electricity must be taken under an applicable general service rate.

This rate is not available ~~to seasonal customers, or~~ for resale or auxiliary service.

#### Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location, or other voltages where available by special arrangement with the Company.

#### Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff.

#### Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

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Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....	4.056
<u>Reliability Enhancement/Vegetation Management.....</u>	<u>(0.017)</u>
Total Distribution Charge.....	4.039
Transmission Service Cost Adjustment.....	4.159
Stranded Cost Adjustment Factor.....	(0.161)
Storm Recovery Adjustment Factor.....	0.000

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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<u>Authorized by NHPUC Order No. _____ in Docket No. DE 16-383, dated _____,</u>			

RATES EFFECTIVE XXX X, XXXX  
FOR USAGE ON AND AFTER XXX X, XXXX

Rate	Blocks	Distribution Charge	REP/VMP	Net Distribution Charge	Transmission Charge	Stranded Cost Charge	Storm Recovery Adjustment Factor	System Benefits Charge	Electricity Consumption Tax	Total Delivery Service	Energy Service	Total Rate
D	Customer Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	All kWh	\$ 0.04912	(0.00017)	<b>0.04895</b>	0.03557	(0.00150)	-	0.00330	0.00055	<b>0.08687</b>	0.09221	<b>\$ 0.17908</b>
Off Peak Water Heating Use 16 Hour Control <sup>1</sup>	All kWh	\$ 0.04224	(0.00017)	<b>0.04207</b>	0.03557	(0.00150)	-	0.00330	0.00055	<b>0.07999</b>	0.09221	<b>\$ 0.17220</b>
Off Peak Water Heating Use 6 Hour Control <sup>1</sup>	All kWh	\$ 0.04301	(0.00017)	<b>0.04284</b>	0.03557	(0.00150)	-	0.00330	0.00055	<b>0.08076</b>	0.09221	<b>\$ 0.17297</b>
Farm <sup>1</sup>	All kWh	\$ 0.04636	(0.00017)	<b>0.04619</b>	0.03557	(0.00150)	-	0.00330	0.00055	<b>0.08411</b>	0.09221	<b>\$ 0.17632</b>
D-10	Customer Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	On Peak kWh	\$ 0.10583	(0.00017)	<b>0.10566</b>	0.03558	(0.00154)	-	0.00330	0.00055	<b>0.14355</b>	0.09221	<b>\$ 0.23576</b>
	Off Peak kWh	\$ 0.00146	(0.00017)	<b>0.00129</b>	0.03558	(0.00154)	-	0.00330	0.00055	<b>0.03918</b>	0.09221	<b>\$ 0.13139</b>
G-1	Customer Charge	\$ 372.50		<b>372.50</b>						<b>372.50</b>		<b>\$ 372.50</b>
	Demand Charge	\$ 7.66		<b>7.66</b>						<b>7.66</b>		<b>\$ 7.66</b>
	On Peak kWh	\$ 0.00481	(0.00017)	<b>0.00464</b>	0.03118	(0.00150)	-	0.00330	0.00055	<b>0.03817</b>		
											0.07770	<b>\$ 0.11587</b>
											0.09593	<b>\$ 0.13410</b>
											0.12037	<b>\$ 0.15854</b>
											0.11824	<b>\$ 0.15641</b>
											0.09075	<b>\$ 0.12892</b>
											0.06941	<b>\$ 0.10758</b>
											0.06122	<b>\$ 0.09939</b>
											0.05541	<b>\$ 0.09358</b>
											0.06020	<b>\$ 0.09837</b>
	Off Peak kWh	\$ 0.00143	(0.00017)	<b>0.00126</b>	0.03118	(0.00150)	-	0.00330	0.00055	<b>0.03479</b>		
											0.07770	<b>\$ 0.11249</b>
											0.09593	<b>\$ 0.13072</b>
											0.12037	<b>\$ 0.15516</b>
											0.11824	<b>\$ 0.15303</b>
											0.09075	<b>\$ 0.12554</b>
											0.06941	<b>\$ 0.10420</b>
											0.06122	<b>\$ 0.09601</b>
											0.05541	<b>\$ 0.09020</b>
											0.06020	<b>\$ 0.09499</b>
G-2	Customer Charge	\$ 62.00		<b>62.00</b>						<b>62.00</b>		<b>\$ 62.00</b>
	Demand Charge	\$ 7.60		<b>7.60</b>						<b>7.60</b>		<b>\$ 7.60</b>
	All kWh	\$ 0.00171	(0.00017)	<b>0.00154</b>	0.03424	(0.00151)	-	0.00330	0.00055	<b>0.03812</b>		<b>\$ 0.03812</b>
											0.07770	<b>\$ 0.11582</b>
											0.09593	<b>\$ 0.13405</b>
											0.12037	<b>\$ 0.15849</b>
											0.11824	<b>\$ 0.15636</b>
											0.09075	<b>\$ 0.12887</b>
											0.06941	<b>\$ 0.10753</b>
											0.06122	<b>\$ 0.09934</b>
G-3	Customer Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	All kWh	\$ 0.04666	(0.00017)	<b>0.04649</b>	0.03400	(0.00144)	-	0.00330	0.00055	<b>0.08290</b>	0.09221	<b>\$ 0.17511</b>
M	All kWh	\$ -	(0.00017)	<b>(0.00017)</b>	0.02359	(0.00150)	-	0.00330	0.00055	<b>0.02577</b>	0.09221	<b>\$ 0.11798</b>
T	Customer Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	All kWh	\$ 0.04114	(0.00017)	<b>0.04097</b>	0.03372	(0.00149)	-	0.00330	0.00055	<b>0.07705</b>	0.09221	<b>\$ 0.16926</b>
V	Minimum Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	All kWh	\$ 0.04056	(0.00017)	<b>0.04039</b>	0.04159	(0.00161)	-	0.00330	0.00055	<b>0.08422</b>	0.09221	<b>\$ 0.17643</b>

<sup>1</sup> Rate is a subset of Domestic Rate D

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David R. Swain  
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LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. d/b/a LIBERTY UTILITIES

ELECTRICITY DELIVERY SERVICE TARIFF - NHPUC NO. 20

SUPERSEDING

ELECTRICITY DELIVERY SERVICE TARIFF NHPUC NO.19

Applicable

in

Various towns and cities in New Hampshire,

served in whole or in part.

(For detailed description, see Service Area)

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NHPUC NO. 20 - ELECTRICITY DELIVERY

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TERMS AND CONDITIONS FOR DELIVERY SERVICE

1. Service Area

The territory authorized to be served by this Company and to which this Tariff applies is as follows:

Acworth\*  
Alstead\*  
Atkinson\*  
Bath\*  
Canaan\*  
Charlestown\*  
Cornish\*  
Derry\*  
Enfield\*  
Grafton\*  
Hanover\*  
Langdon\*  
Lebanon  
Lyme\*  
Marlow\*  
Monroe\*  
Orange\*  
Pelham\*  
Plainfield\*  
Salem  
Surry\*  
Walpole  
Windham\*

\* Served in part.

The above enumerates the towns served but does not mean that service is available throughout the entire area of each town specified.

Limited areas of the towns so identified above are as shown on the maps filed separately with the Commission and incorporated in this tariff by reference.

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## 2. Definitions

The following words and terms shall have the following meanings when used in this Tariff, including in any agreements entered into under this Tariff:

**Application:** A request by a Customer for Delivery Service pursuant to the provisions of this Tariff.

**Commission:** The New Hampshire Public Utilities Commission.

**Company:** Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities.

**Customer:** Any person, firm, corporation, cooperative marketing association, utility or government unit or sub-division of a municipality or of the state or nation supplied with Delivery Service by the Company. Each Delivery Service account shall be considered a separate and distinct Customer.

**Energy Service (“Energy Service”):** Electric energy, ancillary services and capacity supplied to a Customer who is not receiving Energy Service from a Competitive Electric Power Supplier or receiving Self Supply Service. Energy Service shall be provided in accordance with Energy Service Tariff and shall be provided in conjunction with the applicable Delivery Service Rate Schedule.

**Delivery Service:** The delivery of electric power by the Company to a Customer under this Tariff.

**Electronic Enrollment:** A request submitted electronically to the Company by a Supplier for the initiation of Supplier Service to a Customer.

**FERC:** The Federal Energy Regulatory Commission.

**Force Majeure:** Any cause beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure. It shall include, without limitation, sabotage, strikes or other labor difficulties, soil conditions, riots or civil disturbance, acts of God, acts of public enemy, drought, earthquake, flood, explosion, fire, lightning, landslide, sun storms or similarly cataclysmic occurrence, or appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof. Economic hardship of either Party shall not constitute a Force Majeure under this Tariff.

**Local Network:** The distribution facilities which are owned, leased and maintained by the Company, which are located in the state of New Hampshire and that are used to provide Delivery Service under this Tariff.

**Month:** Whenever reference is made to electricity delivered or a payment to be made “in any month”, “each month” or “per month”, it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

**Parties or Party:** Liberty Utilities and/or one or more Customers under this Tariff.

**Payment Agent:** Any third-party authorized by a Customer to receive and pay the bills rendered by the Company for service under this Tariff.

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**Rate Schedule:** The Rate Schedules included as part of this Tariff.

**Specifications for Electrical Installations booklet:** The booklet prepared by the Company to establish standardized rules and regulations for the installation of electric service connections within the Company's Service Area. The booklet is available online here <https://new-hampshire.libertyutilities.com/acworth/commercial/electricity-partners.html>.

**Self-Supply Service:** Electric energy, ancillary services and capacity purchased by a Customer directly from the New England wholesale electric market managed by ISO-NE.

**Tariff:** This Delivery Service Tariff and all Rate Schedules, appendices and exhibits to such Tariff.

### 3. General

The Company undertakes to render dependable Delivery Service in accordance with this Tariff, of which these Terms and Conditions are a part, as on file from time to time with the Commission and legally in effect; such undertaking being subject to the applicable rules and regulations of the Commission and to the Company's Specifications for Electrical Installations booklet.

Although the Company will endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, Delivery Service is subject to variations in its characteristics and/or interruptions to its continuity. Therefore, the characteristics of the Delivery Service may be varied and/or such service to any Customer or Customers may be interrupted, curtailed, or suspended in the following described circumstances; and the obligations of the Company to render service under this Tariff are subject to such variance, interruption, curtailment, or suspension:

- i. When necessary to prevent injury to persons or damage to property.
- ii. When necessary to permit the Company to make repairs to or changes and improvements in a part or parts of the Company's 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 impracticable or would prolong a dangerous situation.
- iii. When conditions in a part or parts of the interconnected generation-transmission system of which the Company's facilities are a part make it appear necessary for the common good.
- iv. When such variance, including a reversal of supply, or such interruption, curtailment or suspension is a result of Force Majeure as defined in this Tariff and any cause except willful default or neglect on the Company's part.

The Company shall not be responsible for any loss, cost, damage or expense to persons and/or property resulting therefrom.

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The Company does not undertake to regulate the voltage or frequency of its service more closely than is standard commercial practice or required by the rules of the Commission. If the Customer requires regulation of voltage or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at the Customer's expense.

4. Availability

Delivery Service shall be available to a Customer who has made an Application and has satisfied all of the requirements of this Tariff. Delivery Service shall be available solely for the delivery of electricity from a Supplier to a Customer or for the delivery of Energy Service or Self-Supply Service to a Customer.

In the event that a Customer is not receiving Self-Supply Service and is not receiving Supplier Service from a Supplier for any reason, the Company will arrange Energy Service provided the Customer has satisfied all the requirements for service under this Tariff.

5. Application, Contract and Commencement of Service

Application by the Customer for Delivery Service may be made to the Company at any time. Whether or not an Application for service is made by the Customer and accepted by the Company, the rendering of the service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the Tariff, as in effect from time to time, applicable to the service.

Except as otherwise specifically provided for under a Rate Schedule, all rates are predicated on a period of service at one location of not less than twelve (12) consecutive months, with monthly billing and monthly payment. The rendering of bills to Customers under this Tariff shall be performed exclusively by the Company.

6. Deposits, Payments, Refusal or Discontinuance of Service

The Company, to protect against loss, may require a satisfactory cash deposit or other guarantee as a condition of new or continuing service. No deposit shall be less than ten (10) dollars nor more than the estimated charge for utility service for a period of two (2) high-use billings periods, exclusive of the highest-use billing period, and calculated pursuant to New Hampshire Administrative Rules Puc 1203.03(1)(1). The Customer shall have the opportunity to pay the deposit in three (3) equal monthly installments, with the first payment due immediately, the second payment due within thirty (30) days and the final payment due within sixty (60) days, provided that the first payment shall be for no more than the charge for one month's utility service calculated as provided in Puc 1203(1)(1)(b); and the second and third payments shall be in equal installments of the remainder due.

All deposits shall accrue simple annual interest from the date of deposit to the date of termination of service by the customer. Interest shall accrue at a rate equal to the prime rate. When a deposit has been held longer than 12 months, interest shall be paid to the customer or credited to the customer's current bill not less than annually. The entire deposit plus interest accrued shall be refunded when all bills have been paid without arrearage for 12 consecutive

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months for a residential customer and 24 consecutive months for a non-residential customer. With the agreement of the customer, deposits plus the interest accrued thereon may be applied against the current bills until the balance of the deposit is exhausted. Upon termination of service, the deposit plus interest accrued less any amount due the utility shall be refunded within 60 days of the date of termination.

Charges for service under rates in this Tariff are predicated upon monthly billing, which as far as practicable will be thirty (30) days apart, and will be due upon presentation of bill. The Company may discontinue service for non-payment after a bill, or a portion thereof, becomes thirty (30) days overdue, or for other good cause, in accordance with applicable statutes and the rules and regulations of the Commission in effect at the time. Service to the Customer may be discontinued at the location where the Company furnished the service for which the overdue bill was rendered; or, if service is no longer being furnished to the Customer at that location, the Company may discontinue service at the current location, if the debt is uncontested and accrued within the past three years, subject to the Commission's Rules and Regulations.

When service has been disconnected for nonpayment, the Company may make a reasonable charge for reconnection before service is restored.

Except as otherwise specifically provided in any agreement between the Company and the Customer, charges for service furnished under this Tariff shall continue until such time as the Company shall receive reasonable notice from the Customer of a desire to terminate the service. The date of termination shall be the date specified by the Customer but not sooner than four business days from the date the Customer notified the Company.

The Company may require an applicant, as a condition of new service, to enter into a reasonable repayment plan for an uncontested debt owed to the Company within the past three years. Uncontested debt shall include any amounts for services provided by the Company for any amounts for Delivery Service and any Energy Service furnished to the applicant.

Whenever a Customer makes payment to the Company for service under this Tariff with a check or draft that is not accepted by the institution on which it is written, the Company shall make a charge to the Customer of either \$15.00 or the actual administrative cost of recovery, whichever amount is greater.

#### 7. Failure of Payment Agent to Remit Payment

A Customer who has elected to use a Payment Agent shall be treated in the same manner as other Customers in the Company's application of the applicable statutes, rules and regulations of the Commission and the terms and conditions of this Tariff, notwithstanding any failure of the Payment Agent to remit payment to the Company or any failure of the Payment Agent to forward to the Customer any Company notices, bill inserts or other written correspondence. The Customer shall be solely responsible for all amounts due, including, but not limited to, any late payment charges.

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8. Refusal to Serve

The Company reserves the right to refuse to supply Delivery Service to new Customers or to supply additional load to any existing Customer if it is unable to do so under a Rate Schedule or if it is unable to obtain the necessary equipment and facilities or capital required for the furnishing of such service. The Company may refuse to supply Delivery Service to load of unusual characteristics which might affect the cost or quality of service supplied to other Customers of the Company. The Company may require a Customer having such unusual load to install special regulating and protective equipment in accordance with the Company's specifications as a condition of service.

9. Service Connection and Reconnection Charges

A service connection fee shall be charged to all customers requesting new service.

Service Connection Charge - No Field Visit Required.....\$20.00  
Service Connection Charge – Field Visit Required.....\$35.00

The Company shall have the right to discontinue its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance, all customers shall be charged a reconnection fee.

Service Reconnection Charge.....\$35.00

A fee to establish or reestablish service outside of normal working hours which requires the Company to send an employee to the meter location shall be charged.

Establish or Reestablish Service Outside of Normal Business Hours Charge.....\$70.00

A fee may be assessed when it is necessary to send an employee to the Customer location to collect a delinquent bill. This charge shall apply regardless of any action taken by the Company including accepting a payment, making a deferred payment arrangement or leaving a collection notice at the Customer's premises.

Delinquent Bill Collection Charge.....\$35.00

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10. Determination of the Demand

The "Maximum Demand" or "Customer's Load," which shall be stated in kilowatts or kilovolt-amperes as specified in the applicable Rate Schedule, is defined as the greatest rate of taking Delivery Service during the specified interval.

Where a Rate Schedule requires determination of maximum demand, it shall be determined by measurement or estimated as provided by the Rate Schedule or, where applicable, by the provisions of the following paragraph of this section. The Company shall not be obligated, for any reason, to use the demand values measured or estimated by any other entity in the determination of maximum demand.

When the nature of the Customer's load is of an intermittent, instantaneous or widely fluctuating character such as to render demand meter readings of doubtful value as compared to the actual capacity requirements, the demand may be determined on the basis of a time interval less than that specified, or on the basis of the minimum transformer capacity necessary to render the Delivery Service, or the minimum protective device rating necessary to permit continuous uninterrupted service. In all such instances, the Company will record the basis of demand determination.

11. Fluctuating Load Policy

In certain instances, extremely fluctuating loads or harmonic distortions which are created by customer's machinery may cause a deterioration of the Company's service to its other customers. Since service for such loads may require new facilities or the rearrangement of existing facilities, the Company will approve the connection of such apparatus to the Company's facilities only after it has determined that the apparatus meets the Specifications for Electrical Installations booklet.

If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered. Charges for billing for electricity supplied will be as provided in the rate plus an amount equal to \$2.76 per month per KVA of transformer needed.

If the Company does not furnish a separate connection for such load but does install additional transformer capacity, other new facilities, or rearranges its existing facilities, the customer may be required to make a payment or other guarantees such as an agreement by the customer to pay a minimum amount each month in lieu of, or in addition to, an up-front payment. Any such agreement would be based on the specific circumstances of the customer, and would be contained in a special contract filed with the Commission.

12. Underground Service

A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.

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13. Rate for Trial Installations

The Company may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be no longer than is necessary for the demonstration and must be specified in the agreement. Any such rates would be determined on a case-by-case basis, and would be included in a special contract filed with the Commission.

14. Installation and Sealing of Meter Switches and Circuit Breakers

The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

15. Customer's Responsibility for Installation of Equipment on Its Premises

The Customer shall furnish, at no cost to the Company, the necessary space, housing, fencing and foundations for such equipment as will be installed upon its premises, in order to supply it with electricity, whether such equipment be furnished by the Customer or the Company. Such space, housing, fencing and foundations shall be in conformity with the Company's specifications and subject to its approval. Further information on installation of equipment on the Company's premises may be found here:

<https://new-hampshire.libertyutilities.com/acworth/commercial/electricity-partners.html>

16. Services to Barns or Garages

The Company shall not be required to install a service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

17. Point of Connection of Company's Service

The Company shall furnish on request detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Specifications for Electrical Installations booklet, as may be amended from time to time, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location and access of service connection facilities and metering equipment, and Customer and Company responsibilities for installation of facilities. The Customer shall wire to the point designated by the Company, at which point the Company will connect its service.

For a service meeting Company requirements, the Company may also permit this connection to be made by a licensed electrician in good standing with the authority having jurisdiction, as

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required by applicable law, and who is registered with the Company, provided, however, that the Company gives no warranty to the Customer, express or implied, as to the knowledge, training, reliability, honesty, fitness, or performance of any electrician registered with the Company for this purpose, and the Company shall not be liable for any damages or injuries caused by any electrician who may be used for such purpose.

18. Obtaining Street or Other Permits and Certificates

The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agent's access to the Customer's equipment and to enable its conductors to be connected therewith.

19. Meters

The Company will provide each Customer with proper metering equipment subject to the ability of the Company to obtain the same.

The Company shall own and maintain the metering equipment necessary to measure Delivery Service under this Tariff. Each meter location shall be designated by the Company and the Company shall have priority over any other entity with respect to placement of Company-owned metering equipment.

Any Customer requesting non-standard metering equipment, the cost of which exceeds the cost of the metering equipment necessary for the rendering of Delivery Service under the applicable Rate Schedule, shall be responsible for the additional cost of the requested metering equipment including any incremental labor costs associated with installation of the requested metering equipment. Any such metering equipment must be approved by the Company.

Where an individual household or business enterprise, occupation or institution occupies more than one unit of space, each unit will be metered separately and considered a distinct Customer, unless the Customer furnishes, owns and maintains the necessary distribution circuits by which to connect the different units to permit delivery and metering at one location of all the energy used.

The Company may for its own convenience install more than one meter per Customer, but in such cases the meter readings will be cumulated when billing.

In cases of non-access or where a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by the Company, based upon the use recorded during previous months, or upon the best information available.

The Company may estimate, rather than meter, demand and kilowatt-hours used by a Customer where the demand and kilowatt-hour usage are constant and known or for locations which, in the Company's judgment, are unsafe or impractical to separately meter or to access on a regular basis by Company personnel.

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20. Meter Testing and Customer Bill Adjustments

When requested by a customer, the Company shall test the accuracy of the Customer's meter within fifteen days from the date the request is made. The Company may require a deposit fee for such a test. If, upon testing, the meter is found to be in error by more than two (2) percent, the deposit shall be refunded. If the meter is not found to be in error by as much as two (2) percent, the Company shall retain the deposit for the test.

Meter Test Deposit Fee.....\$20.00

Whenever, as the result of a test, a watt-hour meter is found to register in excess of two (2) percent of the correct amount, the Company shall refund the Customer an amount equal to the charge for the excess kilowatt-hours billed for a period equal to one half the time elapsed since the last previous test. However, if the time when the error first developed or occurred can be definitely fixed, the amount to be refunded shall be based thereon. Whenever, as the result of a test, a watt-hour meter is found to have a negative average error in excess of two (2) percent, the Company may charge the Customer for the unbilled kilowatt-hours supplied for the previous six (6) months or since the last test, whichever is the shorter period.

If a meter is found which is not registering, or if it is found that a meter has partially registered the electricity delivered to the Customer, the bill for the period of non-registration or partial registration shall be based upon information recorded prior or subsequent to the period of non-registration or partial registration. The Company shall not charge the difference between the billed and estimated amounts for a period greater than six (6) months before the non-registration or partial registration was discovered unless the Customer was diverting electricity. In cases of diversion, the Company shall charge the Customer the difference between the billed and estimated amounts for the entire period of the diversion.

21. Customer's Use of Electricity

In recognition of the fact that the wiring and facilities for the use of electricity on the Customer's premises are owned by and under the control of the Customer, the Company shall not be responsible for any loss, cost, damage, or expense to persons and/or property resulting from the use of or presence in the Customer's wiring or appliances, electricity delivered in accordance with the provisions of these Terms and Conditions and the Company's Specification for Electrical Installations booklet.

If the Customer's requirements for electricity or use of service, or installation of Customer-owned equipment (including but not limited to motors, generation, meters, or capacitors) results in or is anticipated to result in damage to the Company's apparatus or facilities or electrical disturbances to other customers on the Company's distribution system, the Customer shall be responsible for the cost to the Company of repairing, replacing or upgrading the Company's facilities. If the Customer fails to correct for the interference with the operation of the Company's distribution system or with the electrical supply to other Customers, the Company reserves the right to refuse service or to disconnect service upon proper notice.

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22. Required Standards of Customer's Wiring, Piping, Apparatus, and Equipment

The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.

23. Compliance

Service hereunder is subject to the Customer's compliance with the following conditions:

- v. The Customer shall comply with or perform all of the requirements or obligations of this Tariff and the Company's Specifications for Electrical Installations booklet.
- vi. The Customer shall allow the Company reasonable access to the Company's facilities located on the Customer's premises.
- vii. The Customer shall comply with any applicable orders and regulations of the Commission.
- viii. The Customer shall not cause or allow to exist any unauthorized or fraudulent use or procurement of the Delivery Service or any tampering with the connections or other equipment of the Company, or any condition on the Customer's premises involving the Delivery Service which is dangerous to health, safety or the electric service of others or which represents a clear and present danger to life, health, or physical property, or to the Company's ability to serve its other Customers.
- ix. The Customer shall notify the Company when the Customer no longer desires Delivery Service.

24. Resale of Delivery Service

No Customer shall sell, resell, assign or otherwise dispose of all or any part of the Delivery Service purchased from the Company without the written consent of the Company. The sale of electric vehicle charging services electricity to a third party from an electric vehicle charging station shall not be considered resale of electricity.

25. Company Property

The Company shall have the right to install, maintain and operate such Company-owned facilities on the premises of the Customer as in its judgment may be required to render Delivery Service to the Customer in accordance with this Tariff, as such facilities shall be overhead or underground and whether the premises of the Customer are owned or leased to the Customer, and shall have the free right at all reasonable times to enter upon said premises for the purpose of maintaining, repairing, replacing or removing such facilities. Normally such facilities will consist of, but they shall not be limited to, overhead or underground service wires or cables extending to a Company-owned meter or meters and associated equipment.

Customer must provide, without expense or cost to the Company, the necessary permits, consents or easements satisfactory to the Company in order to install, maintain, repair, replace, or

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remove the Company's facilities on the Customer's property or property owned by others on which facilities are placed to serve the Customer.

If the Customer is a tenant or a mortgagor and his right of occupancy does not include authority to grant the Company the foregoing rights, he shall obtain his landlord's or his mortgagee's authority to grant the foregoing rights, and the Company may require that such authority be evidenced in writing by the landlord or mortgagee.

26. Relocation of Equipment on Private Property

Lines, poles and transformer stations on private property are usually situated in locations that were the result of negotiations and mutual agreement with the property owner. When the equipment is Company-owned and is used to supply more than one customer, permanent easements or other rights of way satisfactory to the Company should be obtained.

27. Relocation of Company-Owned Equipment

Subsequent changes in the location of Company-owned facilities on private property will in general be made by the Company at the Customer's expense. Line Extension Policy 3 – Individual C&I Customers provides direction for the calculation of the Customer's expense associated with relocation of Company-owned equipment.

The Company, however, will assume the expense of the relocation if the following conditions exist:

1. The relocation is for the Company's convenience, or
2. The relocation is necessary owing to the expansion of the Customer's operations and the expense is justified by the increased annual revenue.

The preceding should not be construed to apply to a situation where the existing location is adequate to handle the expanded operations or where the relocation is requested solely for the Customer's convenience. In any such instance the relocation will be at the Customer's expense even though increased revenue will result from the expanded operations.

28. Relocation of Customer-Owned Equipment

All Customer-owned equipment on private property shall under any circumstances be relocated by the Customer or its Contractor at the expense of the Customer.

29. Customer Street Crossings

i. Customer Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors under the street, the Customer should petition for the conductor crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing in accordance with current National Electric Safety Code and by applicable rules and regulations of the local

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government board having jurisdiction to a location designated by the Company. The Customer will own, operate and maintain the crossing.

ii. Company-Owned

Should the Customer be unable to obtain the necessary permits or should the crossing entail attachments to Company-owned facilities or require the setting of poles in the public way, the Company, upon request, will petition for the wire crossing, subject to the following conditions:

1. Construction - The Customer shall reimburse the Company for the entire construction cost of the crossing. Title to that portion of the crossing in the public way shall remain with the Company.
2. Maintenance - All maintenance to that portion in the public way will be done by the Company at the expense of the Customer. In order to facilitate proper billing, a purchase order should be secured prior to any maintenance work.
3. Removal of Street Crossing - Upon notice from the Customer that the crossing is no longer desired, the Company will remove the crossing at the Customer's expense. Any salvage value will be credited to the cost of removing the crossing; and in the event the credit exceeds the removal cost, the excess shall be refunded to the Customer.
4. Street Crossing Agreement - All street crossings for Customers made by the Company under above conditions must be covered by a street crossing agreement.

30. Holidays

The following New Hampshire legal holidays shall be recognized as holidays for purposes of billing service in off-peak periods:

Holiday	Day Celebrated
*New Year's Day	January 1st
Martin Luther King, Jr.	
Civil Rights Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
*Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veterans Day	November 11th
Thanksgiving Day	When appointed
*Christmas	December 25th

\* If these days fall on Sunday, the following day shall be considered the holiday.

31. Conjunctual Service

Conjunctual Service is a Customer's use of Delivery Service under this Tariff for delivery of either Supplier Service or Energy Service which supplements or is in addition to any other source of electric service connected on the Customer's side of the meter. Conjunctual Service must be taken in accordance with the Company's Specifications for Electrical Installations booklet and the Company's technical guidelines and requirements pertaining to Qualifying Facilities ("QFs", as defined in Sections 201 and 210 of Title II of the Public Utility Regulatory Policies Act of 1978) filed with the Commission in compliance with Commission

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Order No. 14,797. Conjunctional service is available to QFs and to other Customers who are not QFs who have available another source of electric service connected on the Customer's side of the meter.

All Conjunctional Service furnished by the Company to Customers under this Tariff shall be taken by the Customers under the Rate Schedule which would otherwise be available for Delivery Service applicable to the total internal load of the Customer.

32. Customer Choice of Rate

Upon a Customer's request, the Company shall provide information as to what may be the most advantageous rates and charges available to the Customer under this Tariff. However, the responsibility for the selection of a rate lies with the Customer and the Company does not warrant or represent in any way that a Customer will save money by taking service under a particular rate. The Company will not be liable for any claim that service provided to a Customer might have been less expensive or more advantageous to such Customer if supplied under another available rate.

33. Statement by Agent

No representative of the Company has the authority to modify any rule, provision or rates contained in this Tariff, or bind the Company for any promise or representation contrary thereto.

34. Third Party Claims and Non-Negligent Performance

Each Party agrees to indemnify and hold the other Party and its affiliated companies and the trustees, directors, officers, employees, and agents of each of them (collectively "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively "Liabilities") resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such Party in connection with this Tariff. Each Party hereby waives recourse against the other Party and its Affiliates for, and releases the other Party and its Affiliates from, any and all Liabilities for or arising from damage to its property due to a non-negligent performance by such other Party.

35. Charges for Temporary Services

The Company will charge the Customer for the total cost incurred in constructing and removing temporary services at locations under construction where the temporary service will not be converted to a permanent service. Such costs shall include the costs of labor, overheads and all materials except for the costs of transformers and meters. The Company shall not charge for the construction and removal of such temporary service whenever the temporary service is to be replaced at approximately the same location with a permanent service when construction is completed, provided that the permanent service is run from the same pole and utilizes the same material which was utilized for the temporary service.

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide

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such service. It shall be the Company's policy to require Customers seeking Temporary Service to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation by the Company of the connection. In addition, the Customer will be required to make payments for electricity at the regular rates. The estimated cost and salvage shall be determined solely by the Company which shall exercise good faith in making such determinations. The charges are applicable to temporary services that are not made permanent.

36. Stranded Cost Adjustment Factor

The Stranded Cost Adjustment Factor (SCAF) will recover, on a fully reconciling basis, the costs incurred by the Company for costs associated with the Contract Termination Charge from New England Power Company to Granite State Electric Company including fixed and variable components made effective pursuant to the Settlements of New England Power Company's ("NEP") all-requirements contracts with Granite State Electric Company ("Granite State"). This factor shall be recovered by all customers taking delivery service.

The Settlements were approved by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER98-2023-000 and (as amended) ER98-3925-000, and by the New Hampshire Public Utilities Commission in N.H.P.U.C. Docket No. DR 98-012 ("Settlement"). The SCAF is designed to reconcile costs and revenues under the Settlements for each calendar year. The Contract Termination Charge ("CTC") formula set forth in the Settlements provides for a reconciliation to be performed annually. Capitalized terms not otherwise defined are intended to have the same meaning set forth in the CTC formula.

NEP, Granite State and the New Hampshire Public Utilities Commission entered into an agreement ("USGenNE CTC Settlement") on December 5, 2005, related to issues surrounding the resolution of the USGenNE bankruptcy proceeding. The USGenNE CTC Settlement provided that Granite State's allocated share of the allowed claim proceeds received by NEP be used to pay down all of the remaining NEP power purchase contract buyout payments allocable to New Hampshire and to provide a residual value credit, with return, through the year 2010. The settlement also provided for updates to decommissioning expense and purchased power costs that are included in the base CTC. FERC approval was received on February 28, 2006.

In accordance with the Settlements, the estimated CTC related costs that are reconciled annually are primarily the costs comprising the Variable Component. These estimated costs are reconciled to actual costs through the Reconciliation Adjustment and accumulated in the Reconciliation Account. In addition, revenues collected through the CTC are reconciled to actual revenues based upon differences in megawatt hour ("MWh") deliveries.

The SCAF rates shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over recovery or under recovery occurring in the prior year. The Company may file to change the SCAF rates at any time if a significant over recovery or under recovery occurs. Interest on over recoveries or under recoveries shall be calculated at the prime rate.

Any changes to rates determined under the SCAF shall only be made following a notice filed with the Commission setting forth the amount of the increase or decrease, the new rates for each rate class, and the effective date of such new rates.

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37. Reliability Enhancement Program and Vegetation Management Plan Adjustment

All energy billed under this rate is subject to a Reliability Enhancement Program and Vegetation Management Plan Adjustment Factor which shall be adjusted from time to time pursuant to the Settlement Agreement in Docket DE 13-063.

38. Reliability Enhancement Program Capital Investment Allowance

Distribution base rates are subject to adjustment on an annual basis for a Reliability Enhancement Program Capital Investment Allowance pursuant to the Settlement Agreement in Docket DE 13-063.

39. Transmission Service Cost Adjustment

The Transmission Service Cost Adjustment ("TSCA") will recover, on a fully reconciling basis, the costs incurred by the Company for transmission related services. These costs include charges billed to the Company by Other Transmission Providers; third party charges billed to the Company for transmission related services such as charges relating to the stability of the transmission system which the Company is authorized to recover by order of the regulatory agency having jurisdiction over such charges; and transmission-based assessments or fees billed by or through regulatory agencies, including those associated with the ISO-NE, regional transmission group, an independent system operator, an RTO and their successors, or other such body with the oversight of regional transmission, in the event that any of these entities are authorized to bill the Company directly for their services.

The TSCA rates shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over recovery or under recovery occurring in the prior year. The Company may file to change the TSCA rates at any time if a significant over recovery or under recovery occurs. Interest on over recoveries or under recoveries shall be calculated at the prime rate.

Any changes to rates determined under the TSCA shall only be made following a notice filed with the Commission setting forth the amount of the increase or decrease, the new rates for each rate class, and the effective date of such new rates.

40. Electricity Consumption Tax Charge

All Customers shall be obligated to pay the Electricity Consumption Tax Charge in accordance with New Hampshire Statute RSA Chapter 83-E, which may be revised from time to time, in addition to all other applicable rates and charges under this Tariff. The Electricity Consumption Tax Charge shall appear separately on all Customer bills. Any discounts provided for under a Special Contract shall not apply to the Electricity Consumption Tax Charge.

41. System Benefits Charge

All customers taking delivery service shall pay the System Benefits Charge as required by New Hampshire law and approved by the Commission. The System Benefits Charge shall

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recover the cost of the Company's (i) Electric Assistance Program and (ii) energy efficiency core programs and any other such energy efficiency programs, as approved by the Commission. The Company shall implement its Electric Assistance Program as approved by the Commission from time to time. The System Benefits Charge will fund the Company's Electric Assistance Program and such other system benefits as are required by law or approved by the Commission.

The Company will reconcile on an annual basis actual costs incurred of the Electric Assistance Program, including development, implementation, and ongoing administrative and maintenance costs against the actual amounts charged to customers through the portion of the System Benefits Charge attributable to the Electric Assistance Program, set at a level of 0.150¢ per kilowatt-hour in accordance with RSA 374-F:4, VIII (c), and shall be in addition to the portion of the System Benefits Charge relating to the Company's energy efficiency core programs stated below.

The Company shall implement its energy efficiency core programs as approved by the Commission from time to time. The Company's cost of implementing the energy efficiency core programs shall be recovered through the portion of the System Benefits Charge attributable to such programs, set at a level of 0.180¢ per kilowatt-hour in accordance with 2001 N.H. Laws 29:14, which shall be in addition to the portion of the System Benefits Charge relating to the Company's low income customer protection programs stated above. Any difference between the actual energy efficiency funds expended and the funds collected through the System Benefits Charge at 0.180¢ per kilowatt-hour during a calendar year shall, with interest calculated at the average prime rate for each month, be added to or subtracted from the amount to be expended in the following calendar year. If actual amounts are not available for any period, they shall be estimated for purposed of the above calculations and adjusted the following year based on actual data.

Any adjustment of the System Benefits Charge shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease, and the new System Benefits Charge amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

#### 42. Late Payment Charge

The rates and charges billed under this Tariff are net, billed monthly and payable upon presentation of the bill. However, Customers who receive Delivery Service under Residential Rate D, Residential Time-of-Day Rate D-10, OR General Service Rate G-3, may elect to pay for all service rendered under these rates, as well as Energy Service Rate ES, on a Levelized Payment Plan available upon application to the Company.

For Customers rendered Delivery Service under General Service Rate G-3, General Long Hour Service Rate G-2 or General Service Time-of-Use Rate G-1, all amounts previously billed but remaining unpaid after the due date printed on the bill shall be subject to a late payment charge of one and one-half percent (1 ½ %) thereof, such amounts to include any prior unpaid late payment charges.

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The late payment charge is not applicable to Customers taking service under Rate D and Rate D-10. Past due balances of General Service Rate G-3 or Outdoor Lighting Rate M Customers who are abiding by the terms of an extended payment arrangement agreed to by the Company.

43. Provisions for Billing Charges Associated with Meter Diversions and Damage to Company Equipment in Connection Therewith

In case of loss or damage to the Company's property on a Customer's premises the Customer shall pay to the Company the value of the property or the cost of making good the loss or damage.

In those cases where, as a result of or in connection with diversion of electricity supplied by the Company to the Customer's premises, whether such diversion is carried out by bypassing the meter or other measuring device or by other means, the Company incurs expense for labor and/or materials, the Customer responsible therefore will be charged the costs incurred by the Company for such labor and materials. The costs so chargeable may include, but are not limited to, the cost of investigating the diversion and the miscellaneous charges for service associated therewith, the cost of supplying and installing an exchange meter, the cost of furnishing and installing tamper-resistant devices, the cost of testing the meter associated with the diversion and the cost of replacement of a meter which has been damaged.

Bills for charges associated with meter diversions will be rendered as soon as possible after completion of the work.

44. Electric Assistance Program

Customers served under Rate Schedules D, D-10 and T of Granite State Electric Company ("the Company") may be eligible to receive discounts pursuant to the Company's Electric Assistance Program. Customers participating in the Electric Assistance Program will continue to take service pursuant to their respective Rate Schedules, but will receive a percent discount off of the total amount billed for the first 750 kWh consumed per month, exclusive of the Electricity Consumption Tax and the Water Heater Rental fee, under such Rate Schedules. Discounts provided under the Electric Assistance Program are identified below and shall be funded by the System Benefits Charge in accordance with the System Benefits Charge Provision included on Page 20 of this tariff.

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Percentage of Federal		
<u>Tier</u>	<u>Poverty Guidelines</u>	<u>Discount</u>
1	Not Applicable	Not Applicable
2	151-200	9%
3	126-150	23%
4	101-125	37%
5	76-100	53%
6	0-75	77%

Eligibility criteria and benefit levels shall be based upon Federal Poverty Guidelines and are stated above for each tier. Community Action Agencies of New Hampshire shall be responsible for certifying customer qualification in the Electric Assistance Program and shall notify the Company of a customer's enrollment into the Electric Assistance Program and the applicable tier that would determine the discount that the Company should apply.

Effective April 27, 2014, the income eligibility for participation in the Electric Assistance Program is at or below 200% of the Federal Poverty Guidelines.

The availability of the Electric Assistance Program shall be subject to approval by the Public Utilities Commission.

#### 45. Energy Service Adjustment Provision

Energy Service shall be procured by the Company pursuant to a competitive bidding process, and the rates for Energy Service shall be based on short-term market prices and include an estimate of administrative costs associated with the provision of Energy Service.

On an annual basis, the Company shall perform two reconciliations for Energy Service. In the first reconciliation, the Company shall reconcile its power supply cost of providing Energy Service with its Energy Service revenue associated with the recovery of power supply costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be returned to, or recovered from, all Energy Service customers over the following 12 months through the Energy Service Adjustment Factor. In the second reconciliation, the Company shall reconcile its administrative cost of providing Energy Service with its Energy Service revenue associated with the recovery of administrative costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be reflected in the subsequent year's Energy Service Cost Reclassification Adjustment Factor pursuant to the Energy Service Cost Reclassification Adjustment Provision. The Company may file to change the Energy Service Adjustment Factor at any time should significant over- or under- recoveries of Energy Service costs occur. For purposes of this reconciliation, Energy Service revenue shall mean all revenue collected from Energy Service customers through the Energy Service rate for the applicable 12 month reconciliation period together with payments or credits from suppliers for the provision of Energy Service. The power supply cost of providing Energy Service shall mean all payments to suppliers and the Independent System Operator associated with the provision of Energy Service.

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Administrative costs of providing Energy Service shall mean all labor and consultant costs in arranging and administering Energy Service, any payments related to the cost of providing contract security, Energy Service-related working capital cost, and Energy Service-related bad debt cost.

Any adjustment to the Energy Service Adjustment Factor under the Company's applicable rates shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") setting forth the amount of the increase or decrease and the new Energy Service Adjustment Factor. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

This provision is applicable to all Retail Delivery Service rates of the Company.

46. Storm Recovery Adjustment Provision

The Company's rates for Retail Delivery Service are subject to adjustment to reflect increased or decreased funding to the Company's Storm Fund ("Storm Fund") through a Storm Recovery Adjustment Factor. The Company shall implement a factor designed to provide the increased or decreased funding to the Storm Fund at an amount approved by the Commission through the funding period.

The Storm Recovery Adjustment shall be a uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking retail delivery service under each of the Company's rates. The factor shall be based on the estimated kilowatt-hours defined as the forecasted amount of electricity, as measured in kilowatt-hours, to be delivered by the Company to its retail delivery service customers over the funding period approved by the Commission over which the factor is to be applied to customers' bills. The Company shall file with the Commission the results of its funding as part of its annual storm fund report.

Any adjustment of the Storm Recovery Adjustment Factor shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease, and the new Storm Recovery Adjustment amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

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47. Energy Service

Energy Service shall be available under this Tariff to all Customers, including Customers that return to Company-provided energy supply service after receiving energy service from a Competitive Supplier or self-supply.

i. Character of Service

Electricity will be supplied with the same characteristics as specified in the applicable Delivery Service Tariffs.

ii. Energy Service Charge

For the purposes of this Tariff, the customer groups are defined as:

Customer Group	Rate Class
Small Customer Group	D, D-10, G-3, M, T and V
Large Customer Group	G-1 and G-2

iii. Small Customer Group Energy Service Charges

Rate Effective November 1, 2015 – July 31, 2016 per kWh..... 9.221¢

iv. Large Customer Group Energy Service Charges

	November 2015	December 2015	January 2016	February 2016	March 2016	April 2016
Rate - ¢/kWh	7.770¢	9.593¢	12.037¢	11.824¢	9.075¢	6.941¢
	May 2016	June 2016	July 2016			
Rate - ¢/kWh	6.122¢	5.541¢	6.020¢			

v. Switching to a Competitive Supplier or Self-Supply

1. On Next Meter Read Date

The Company will normally switch a Customer to a Competitive Supplier or self-supply upon request of a Customer as of the next Tariffed meter read, provided that notice of the change to a Competitive Supplier or self-supply was received by the Company not less than two business days before that next Tariffed meter read date. There shall be no charge for switching from Energy Service to a Competitive Supplier or self-supply if such a notice is given.

2. Prior to the Next Tariffed Meter Read Date

If switching to a Competitive Supplier or self-supply before the next Tariffed meter read is requested, the Company at its sole discretion and upon agreement by the

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Customer to pay the applicable fee pursuant to the Off Cycle Meter Read Provision of this Tariff will terminate Energy Service with an un-tariffed meter read.

48. Optional Enhanced Metering Service Provision

Optional Enhanced Metering Service under this provision is available to a Customer receiving metered retail delivery service from the Company. Customers who currently receive unmetered retail delivery service must request metered retail delivery service from the company in accordance with the Company's terms and conditions. The availability of these services will be subject to the Company's ability to render such service.

The Company shall provide two types of service under Optional Enhanced Metering Service. These are: Service Option 1, Complete Service, and Service Option 2, Pulse Service.

i. Service Option 1 – Complete Service

Under this service option, Complete Service, the Company will provide equipment at the Customer's facility that will allow for periodic readings of the Customer's load through telephone lines. The Company will install, own and maintain the equipment in service. The Customer or Supplier may receive the data through the optical port on the equipment or electronically. The Company will store load information on the meter for a period of 35 days and will read the meters daily.

The one-time fee for this service is as follows for Retail Delivery Service:

- |  |          |
|--|----------|
| 1. Rate schedules D, D-10, and T.....          | \$155.31 |
| 2. Rate schedules G-1, G-2, G-3, M, and V..... | \$247.08 |

ii. Service Option 2 – Pulse Service

A Customer who wishes to connect their own metering equipment to the Company's meter may elect this option. The Company will provide a pulse interface device through which the Customer can access meter data. The Customer must purchase, own and maintain a device or system which would connect to the pulse interface device in order to access meter pulses.

The one-time fee for this service is as follows for Retail Delivery Service:

- |   |          |
|---|----------|
| 1. Rate schedules D, D-10, and T.....         | \$135.31 |
| 2. Rate schedules G-1, G-2, G-3, M and V..... | \$122.07 |

The Company's terms and conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this Optional Enhanced Metering Service Provision.

49. Optional Interval Data Service Provision

Optional Interval Data Service under this provision is available to a Customer receiving service from the Company under the Company's Optional Enhanced Metering Service Provision,

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or a Customer receiving metered retail delivery service from the Company who has a Company-owned interval data recorder (“IDR”) installed at their facility.

Under Optional Interval Data Service, the fees will vary depending upon the number of accounts and frequency of requests for interval data. Access is available to the Customer or its authorized agent.

i. One-Time Request for Interval Data

1. Initial request within a single calendar year.....No Charge
2. Subsequent request within the same calendar year single account.....\$55.00
3. Additional delivery service account request per account.....\$23.00

ii. Subscription Service for Interval Data over the Internet

The Company may offer subscriptions to eligible Customers for access to interval data through an Internet account that is available for the Customer or Supplier’s use. The minimum contract length is one year. The availability of this service will be subject to the Company’s ability to render such service.

1. Single delivery service account, annually.....\$309.00
2. Additional delivery service account request per account, annually.....\$277.00

iii. Optional Billing and Rate Data Service Provision

Optional Billing and Rate Data Service is available under this provision for a Customer receiving retail delivery service from the Company under any of the rate schedules contained in the Company’s retail delivery service tariff.

Any request for Billing and Rate Data Service may be made either by the Customer having the customer of record’s authorization to receive data to be released by the Company under Billing and Rate Data Service.

iv. Services Provided – One per Calendar Year with No Fee

1. Usage and Billing kW Data

For Commercial and Industrial Customers, the Company will provide the Customer of record name, rate class, service address, and 13 months of peak and off-peak kW, kWh, and KVA data.

For Residential Customers, the Company will provide the Customer of record name, rate class, service address, and 13 months of total kWh data.

2. Rate Data

Rate summaries and rate schedules included in the Company’s tariff are available on the Liberty Utilities website for all other rate schedules. Customers or Suppliers requesting hard copies of summaries or rate schedules will be provided with that information free of charge.

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v. Custom Service or Additional Data Provided for a Fee

The Company shall provide Customer Load Analysis to Customers. The Supplier is responsible for obtaining the Customer's authorization to release this information and will be required to maintain confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

1. Custom Reports Charge.....\$49.00 per hour
2. Rate Data Charge.....\$49.00 per hour
3. Rate Analysis Charge.....\$49.00 per hour

50. Off Cycle Meter Read for Switch of Supplier Provision

An Off Cycle Meter Read under this provision is available to customers receiving metered retail delivery service from the Company under the Company's Rate G-1, General Service Time-of-Use rate. Customers who receive unmetered retail delivery service must request metered retail delivery service in accordance with the Company's Terms and Conditions. The availability of this service will be subject to the Company's ability to render such service.

A Customer requesting an Off Cycle Meter Read agrees to pay the Off Cycle Meter Read Charge included in this provision.

An Off Cycle Meter Read will be performed by the Company at the request of the Customer to facilitate the transfer of energy service between the Company-supplied Energy Service and Competitive Supplier energy service. There will be a separate Off Cycle Meter Read Charge for a Customer who is telemetered and for a Customer who is non-telemetered. The Company will assess an Off Cycle Meter Read Charge for each off cycle meter read performed at a Customer's service location.

1. Telemetered Customer Off Cycle Read Charge.....\$78.00
2. Non-Telemetered Customer Off Cycle Read Charge.....\$102.00

The Company's terms and conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this Off Cycle Meter Read for Switch of Supplier Provision.

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51. Purchases from Qualifying Facilities

i. Availability:

The Company will purchase electric energy from any small power producer, cogenerator, or limited electric energy producer (collectively referred to as a qualifying facility, or QF) in its service territory (i) under the Limited Electrical Energy Producers Act (LEEPA, NH RSA Chapter 362-A) or (ii) under Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA, 16 U.S.C. 824a-3) that meet the criteria specified by the Federal Energy Regulatory Commission (FERC) in 18 C.F.R. §§292.203 (a) and (b). Such purchases will be in excess of the facility's requirements. QFs not utilizing Net Energy Metering shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE"). The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

ii. Metering:

QFs selling to the Company shall install metering as specified by the Company that either (i) satisfy ISO-NE requirements or (ii) Net Energy Metering requirements, as both may change from time to time. QFs shall be charged a standard monthly service fee for metering service as approved by the appropriate regulatory agency.

iii. Indemnification

QF shall defend, indemnify and hold the Company harmless from and against all claims for damage to the equipment of the QF, or Company, as the case may be, or damage or injury to any person or property arising out of the QF's use of generating equipment in parallel with the Company's own system; provided that nothing in this paragraph shall relieve the Company from liability for damages or injury caused by its own willful default or willful neglect.

iv. Net Metering:

Projects 100 kilowatts and under using renewable generation shall have the option of being served under the Net Energy Billing Service as specified by NH RSA 362-A:9 and the rules promulgated by the appropriate regulatory agency.

QFs with a peak generating capacity of 1,000 kW and under may choose to utilize Net Metering as specified in NH RSA 362-A:9 and in PART Puc 900 Net Metering For Customer-Owned Renewable Energy Generation Resources of 1,000 Kilowatts or Less.

v. Purchase Options:

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QFs not utilizing Net Energy Metering shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE"). Compensation for such purchases will be equal to the payments received by the Company from ISO-NE less all charges imposed by ISO-NE for such sales. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

vi. Notification to the Company:

Any QF that plans to sell its electric output to the Company from a facility sized up to 100 kVA or 100 kW must comply with the Company's interconnection requirements as set forth in Granite State Interconnection Standards Provisions For Inverters Sized Up To 100 kVA as found in this Tariff.

For all other QFs, the Company must be notified in writing at least 120 days prior to interconnecting the QF with the Company's facilities. Such notification shall, at a minimum, include the following information:

- a) The name, address and contact information of the applicant and location of the QF.
- b) A brief description of the QF, including a statement indicating whether such facility is a small power production facility or a cogeneration facility.
- c) The primary energy source used or to be used by the QF.
- d) The power production capacity of the QF and the maximum net energy to be delivered to the utility's facilities at any clock hour.
- e) The owners of the QF including the percentage of ownership by any electric utility or by any public utility holding company, or by any entity owned by either.
- f) The expected date of installation and the anticipated on-line date.
- g) The anticipated method of delivering power to the Company.
- h) A description of any power conditioning equipment to be located between the QF and the Company's system.
- i) A description of the type of generator used in the installation of the QF (synchronous, induction, photovoltaic, etc.).

Such notification shall be sent to:

Director of Engineering  
Distribution Engineering Department  
Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities  
15 Buttrick Road  
Londonderry, NH 03053

The Company will respond to the notification within 30 days and either request additional information regarding the QF or provide site specific interconnection requirements. The Company and the QF shall execute the standard purchase power agreement setting forth the terms of the sale, a form of which is attached in Schedule A of this tariff.

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Schedule A  
Qualifying Facility Purchase Power Agreement

The Agreement is between \_\_\_\_\_, a Qualifying Facility ("QF") and Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities (the "Company") for electric energy purchases by the Company from the QF's facility located in \_\_\_\_\_, New Hampshire.

Agreement to Purchase

Effective \_\_\_\_\_, the Company agrees to purchase electricity from the QF and the QF agrees to sell electricity to the Company under the terms and conditions of the Company's tariff for Energy Transactions with Qualifying Facilities as currently in effect or amended by the Company in the Company's sole discretion and as approved by the New Hampshire Public Utilities Commission. The QF agrees to comply with the terms and conditions of section 31 Purchases from Qualifying Facilities of this tariff and associated policies of the Company that are on file with the New Hampshire Public Utilities Commission as currently in effect or as modified, amended, or revised by the Company and to pay any metering and interconnection costs required under such tariff and policies.

Payments for Energy

QFs not utilizing Net Energy Metering shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE"). Compensation for such purchases will be equal to the payments received by the Company from ISO-NE less all charges imposed by ISO-NE for such sales. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

Notice

The Company or QF may terminate this Agreement on thirty (30) days written notice which includes a statement of reasons for such termination.

Agreed and Accepted

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Liberty Utilities (Granite  
State Electric) Corp. d/b/a  
Liberty Utilities

Date: \_\_\_\_\_

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52. Interconnection Standards For Inverters Sized Up To 100 KVA

Any person or entity planning to operate a generating facility connected to the Company's facilities must receive approval from the Company prior to connecting the generating facility to the Company's facilities. A generating facility is any device producing electric energy which can range in size from a small residential photovoltaic solar installation to a large commercial generating facility. Inverter-based generating facilities sized up to 100 kVA must meet the standards of this Interconnections Standards Provision. For all other generating facilities, the Company must be contacted for site specific requirements prior to interconnecting the generating facilities with the Company's facilities.

i. Applicability

This document ("Interconnection Standard") describes the process and requirements for an Interconnecting Customer to connect a Listed inverter based Facility sized up to 100 kVA to the Company's Electric Power System ("Company EPS"), including discussion of technical and operating requirements, and other matters. Non-inverter based Facilities will need to follow the standard interconnection procedures.

If the Facility will always be isolated from the Company's EPS, (i.e., it will never operate in parallel to the Company's EPS), then this Interconnection Standard does not apply.

ii. Definitions

The following words and terms shall be understood to have the following meanings when used in this Interconnection Standard:

**Affiliate:** A person or entity controlling, controlled by or under common control with a Party.

**Anti-Islanding:** Describes the ability of a Facility to avoid unintentional islanding through some form of active control technique.

**Application:** The notice provided by the Interconnecting Customer to the Company in the form shown in Exhibit A, which initiates the interconnection process.

**Area Network Distribution System:** Electrical service from an EPS consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving more than one Interconnecting Customer.

**Commission:** The New Hampshire Public Utilities Commission.

**Company:** Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities

**Customer:** Company's retail customer; host site or premises, may be the same as Interconnecting Customer.

**EPS:** The electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

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**Facility:** A source of electricity that is located on the Customer's side of the point of common coupling, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect to the Company EPS.

**In-Service Date:** The date on which the Facility and System Modifications (if applicable) are complete and ready for service, even if the Facility is not placed in service on or by that date.

**Interconnecting Customer:** Entity that takes electric service from the Company who has or will obtain legal authority to enter into agreements regarding the interconnection of the Facility to the Company EPS.

**Interconnection Service Agreement:** An agreement for interconnection service, the form of which is provided in Exhibit A, between the Interconnecting Customer and the Company.

**Islanding:** A situation where electrical power remains in a portion of an electrical power system when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.). Unintentional Islanding, especially past the PCC, is to be strictly avoided.

**Isolated:** The state of operating the Facility when electrically disconnected from the Company EPS on the Interconnecting Customer's side of the PCC.

**Listed:** A Facility that has been tested and certified by a nationally recognized testing laboratory to comply with all requirements in UL Standard 1741.1 dated May, 2007 or later.

**Net Metering:** A customer of the Company with a renewable on-site Facility of 100 kilovolt-amperes ("kVA") or less in size exercising the option to run the meter backward and thus choosing to receive a credit from the Company where in any month during which there was a positive net difference between kilowatt hours generated and consumed, the credit will equal the positive net difference. This credit is then used by the Customer in subsequent billing periods, until exhausted before purchasing energy from the Company.

**Non-Islanding:** Describes the ability of a Facility to avoid unintentional islanding through the operation of its interconnection equipment.

**Parallel:** The state of operating the Facility when electrically connected to the Company EPS (sometimes known as grid-parallel).

**Parties:** The Company and the Interconnecting Customer.

**Point of Common Coupling (PCC):** The point where the Interconnecting Customer's local electric power system connects to the Company EPS, such as the electric power revenue meter or premises service transformer. See the Company for the location at a particular Interconnecting Customer site.



**Radial Distribution Circuit:** Electrical service from an EPS consisting of one primary circuit extending from a single substation or transmission supply point arranged such that the primary circuit serves Interconnecting Customers in a particular local area.

**Screen(s):** Criteria by which the Company will determine if a proposed Facility's installation will adversely impact the Company EPS in the Simplified Processes as set forth in Section iv.

**Simplified Process:** As described in Section v., process steps from initial application to final written authorization for certain Listed inverter-based Facilities of limited scale and minimal apparent grid impact.

**Spot Network Distribution System:** Electrical service from an EPS consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving only one Interconnecting Customer.

**Supplemental Review:** Additional engineering study to evaluate the potential impact of Facilities over 10 kVA on the Company EPS so as to determine any requirements for processing the application, or Facilities of 10 kVA or smaller that fail one of the Simplified Process screens. This review is charged at a cost of \$125.00 per hour up to a limit of 10 hours. If Company services are needed to install temporary metering to complete the Supplemental Review, then these charges will also be included as part of the overall review.

**System Modification:** Modifications or additions to distribution-related Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer and paid for by the Interconnecting Customer.

**Unintentional Islanding:** A situation where the electrical power from the Facility continues to supply a portion of the Company EPS past the PCC when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.).

**Witness Test:** The Company's right to witness the commissioning testing. Commissioning testing is defined in IEEE Standard 1547-2003.

iii. Basic Understanding

Interconnecting Customer intends to install a Listed inverter based Facility on the Customer's side of the PCC that will be connected electrically to the Company EPS and operate in parallel, synchronized with the voltage and frequency maintained by the Company during all operating conditions. It is the responsibility of the Interconnecting Customer to design, procure, install, operate, and maintain all necessary equipment on its property for connection to the Company EPS. The Interconnecting Customer and the Company shall enter into a Simplified Process Application and Interconnection Service Agreement to provide for parallel operation of an Interconnecting Customer's Facility with Company EPS. A form of this agreement is attached as Exhibit A to this Interconnection Standard.

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The equipment, controls and other facilities that together constitute the interconnection of the Facility with the Company EPS must be reviewed for potential impact on the Company EPS under the process described in Section iv..

The Interconnecting Customer should consult the Company before designing, purchasing and installing any generation equipment, in order to verify the nominal utilization voltages, frequency, and phase characteristics of the service to be supplied, the capacity available, and the suitability of the proposed equipment for operation at the intended location. Attempting to operate a Facility at other than its nameplate characteristics may result in unsatisfactory performance or, in certain instances, injury to personnel and/or damage to equipment. The Interconnecting Customer will be responsible for ascertaining from the Company, and the Company will cooperate in providing, the service characteristics of the Company EPS at the proposed PCC. The Company will in no way be responsible for damages sustained as a result of the Interconnecting Customer's failure to ascertain the service characteristics at the proposed PCC.

The Facility should operate in such a manner that does not compromise, or conflict with, the safety or reliability of the Company EPS. The Interconnecting Customer should design its equipment in such a manner that faults or other disturbances on the Company EPS do not cause damage to the Interconnecting Customer's equipment.

Authorization to interconnect will be provided once the Interconnecting Customer has met all terms of the interconnection process as outlined below.

This Interconnection Standard does not cover general distribution service needed to serve the Interconnecting Customer. Please refer to the Company's Terms and Conditions for Distribution Service. This Interconnection Standard does not cover the use of the distribution system to export power, or the purchase of excess power.

#### iv. Process Overview

This application process is for Listed inverter-based Facilities with a power rating of 100 kVA or less depending on the service configuration, and located on radial EPS under certain conditions. A Listed inverter-based Facility with a power rating of 10 kVA or less single-phase located on a spot network EPS under certain conditions would also be eligible.

Listed inverter based interconnections are intended to be reviewed promptly under a Simplified Process. A set of review screens have been developed to determine if the application fits the Simplified Process and are described below and detailed in Figures 1 and 2 with their accompanying notes. Table 1 describes the timelines for these paths. Unless otherwise noted, all times in the Interconnection Standard reference Company business days under normal work conditions.

A project that fails to meet the Simplified review screens will be addressed using the Company's standard interconnection review practices. In cases where the Facility is larger than 10 kVA, a Supplemental Review will be conducted. In addition a Supplemental Review may be required which may allow an interconnection of 10 kVA or smaller to be accommodated at a

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particular site even though it did not pass the Simplified review screens. In these instances, the Company will provide an estimated cost to do a Supplemental Review to the Interconnecting Customer. If the Interconnecting Customer funds the Supplemental Review, the Company will undertake the review to determine which of the following apply:

No system modifications are required and the simplified process can be used.

1. System modifications are required at the Customer's expense before the simplified process can be used. A statement will be sent to the Customer describing the required modification and a bill for the estimated amount.
2. The simplified process cannot be used and the Customer must reapply using the Company's standard interconnection process.

All proposed new sources of electric power that plan to operate in parallel with the Company EPS must submit a completed application to the Company within the Company's franchise territory where the Facility will be located. The Interconnecting Customer will be notified of the application's completeness. Interconnecting Customers proposing to interconnect on area networks require a detailed review of the planned interconnection and do not qualify for the Simplified Process. All applications from other Interconnecting Customers must proceed through a series of screens to determine if they meet the requirements for the Simplified Process interconnection path.

#### v. Simplified Process

Interconnecting Customers using Listed single-phase inverter-based Facilities with power ratings of 100 kVA or less at locations receiving single-phase service from a single-phase transformer, or using Listed three-phase inverter-based Facilities with power ratings of 100 kVA or less at locations receiving three-phase service from a three-phase transformer configuration, and requesting an interconnection on radial EPSs where the aggregate Facility capacity on the circuit is less than 7.5% of circuit annual peak load qualify for Simplified interconnection.

The Simplified Process is as follows:

1. Application process:
  - a) Interconnecting Customer submits a Simplified Process application filled out properly and completely (Exhibit A).
  - b) Interconnecting customer submits a non-professional engineer stamped electrical one-line diagram of the proposed system.
  - c) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
  - d) Company verifies Facility equipment passes screens 1, 2, and 3 in Figure 1 if a radial EPS, or the screens in Figure 2 if a spot network EPS.
  - e) If approved, the Company signs the application approval line and returns the approved application to the Interconnecting Customer. In certain circumstances, the Company may require the Interconnecting Customer to pay for System Modifications before the application is approved. If so, a description of work and an estimate of the cost will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and submit payment for any System

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- Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application approval line and sends to the Interconnecting Customer.
- f) Upon receipt of application signed by the Company, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.
  - g) The Interconnecting Customer returns Certificate of Completion to the Company.
  - h) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. The Interconnecting Customer has no right to operate in parallel until a Witness Test has been performed or has been previously waived by the Company on the Application Form. If the Company elects to conduct a Witness Test, every attempt will be made to conduct it within 10 business days of the receipt of the Certificate of Completion. All projects larger than 10 kVA will need to be witness tested, unless waived by the Company.
  - i) Assuming the wiring inspection and/or Witness Test is satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the Witness Test is not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.
  - j) If the Interconnecting Customer does not substantially complete construction within 12 months after receiving application approval from the Company, the Company will require the Interconnecting Customer to reapply for interconnection.

vi. Time Frames

- 1. Unless otherwise noted, all days in the Interconnection Standard reference Company business days under normal work conditions.
- 2. Table 1 lays out the maximum timeframes allowed under the Simplified Review process. The maximum time allowed for the Company to execute the entire Simplified Process is 20 days.

vii. Fees

There are no fees for those Facilities that qualify for the Simplified Process on a radial EPS (except in certain cases where a System Modification would be needed for which the Interconnecting Customer would pay).

In cases where the Facility is larger than 10 kVA, or does not pass the other screens, a Supplemental Review will be conducted. In these instances, the Company will provide a cost estimate to do a Supplemental Review to the Interconnecting Customer.

This review is charged at a cost of \$125.00 per hour. If Company services are needed to install temporary metering to complete the Supplemental Review, then these charges will also be included as part of the overall review.

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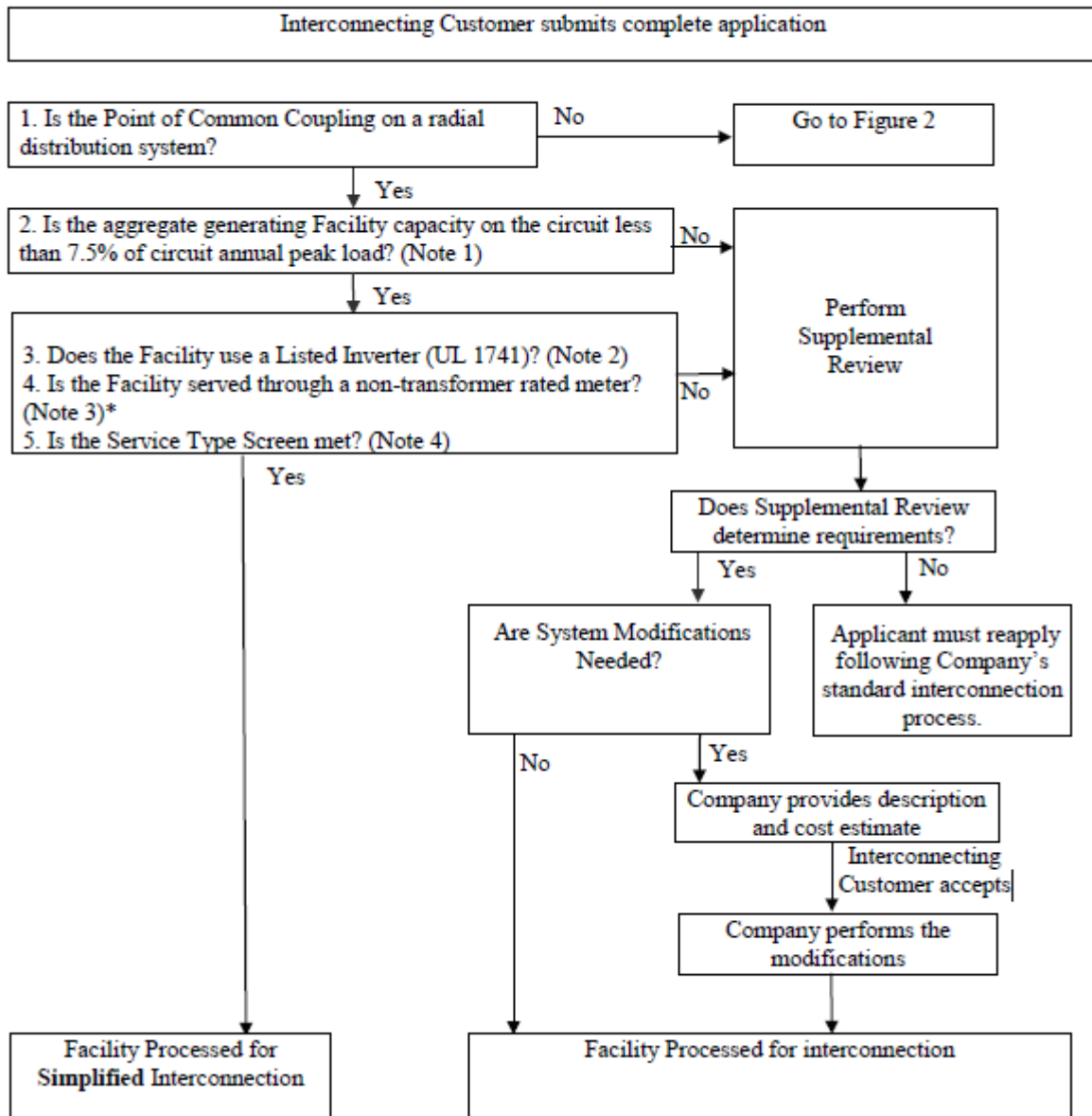
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**Figure 1 – Inverter Based Simplified Interconnection Process**



**Explanatory Notes to Accompany Figure 1**

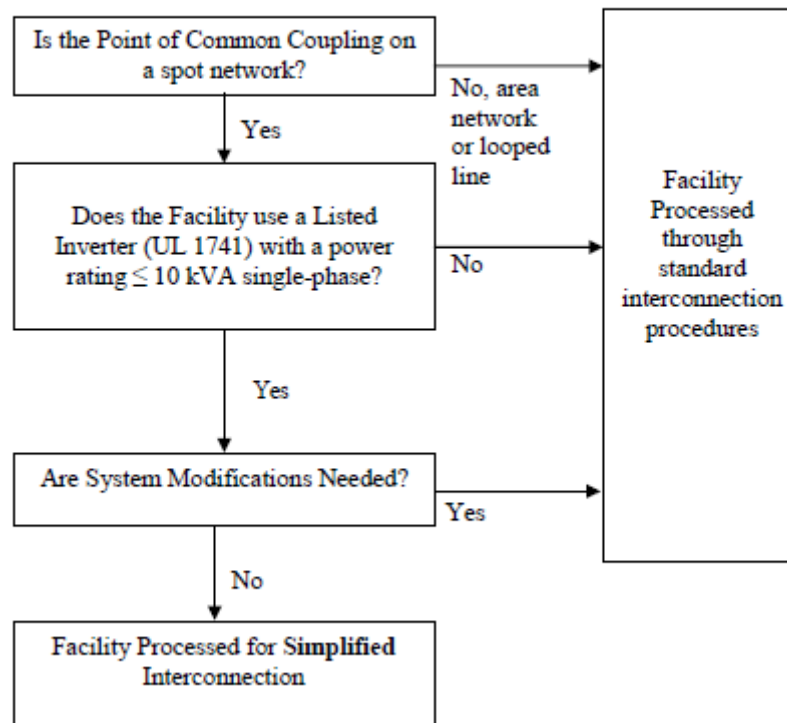
1. On a typical radial distribution EPS circuit (“feeder”) the annual peak load is measured at the substation circuit breaker, which corresponds to the supply point of the circuit. A circuit may also be supplied from a tap on a higher-voltage line, sometimes called a sub-transmission line. On more complex radial EPSs, where bidirectional power flow is possible due to alternative circuit supply options (“loop service”), the normal supply point is the loop tap.

2. New Hampshire has adopted UL1741 (Inverters, Converters and Charge Controllers for Use in Independent Power Systems) as an acceptable standard for power systems to comply with IEEE Std 1547 and 1547.1. Equipment listed to UL1741 by a nationally recognized testing laboratory will be considered in compliance with IEEE Std 1547 and 1547.1. An Interconnecting Customer should contact the Facility supplier(s) to determine if its equipment has been listed to either of these standards.
3. Facilities connected to the utility through a transformer rated meter will be required to install a fully rated, lockable disconnect switch. The disconnect switch will be located near the service entrance for use by utility personnel.
4. This screen includes a review of the type of electrical service provided to the Interconnection Customer, including the service transformer configuration and service type to limit the potential for creating unacceptable voltage imbalance, over-voltage or under-voltage conditions, or service equipment overloads on the Company EPS due to a mismatch between the size and phasing of the energy source, the service loads fed from the service transformer(s), and the service equipment ratings.

To be eligible for the Simplified Process, a Listed inverter-based Facility must be either (1) a single-phase unit on a customer's local EPS receiving single-phase secondary service at the PCC from a single-phase service transformer, or (2) a three-phase unit on a customer's local EPS receiving three-phase secondary service at the PCC from a three-phase transformer configuration.

If the proposed Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition will not create an imbalance between the two sides of the 240 volt service of more than 20% of nameplate rating of the service transformer.

**Figure 2 – Simplified Interconnection to Networks**



**Table 1 – Time Frames**

Review Process	Simplified	Simplified Spot Network
<b>Eligible Facilities</b>	Listed Small Inverter	Listed Inverter ≤ 10 kVA single-phase
Review Application for completeness	10 days	10 days
Complete Review of all screens	10 days	Site review 30 days if load is known or can be estimated 90 days if load has to be metered
Complete Supplemental Review (if needed) – Note 1		
<b>Total Maximum Days</b>	20 days	100 days
<b>Notice/ Witness Test</b>	< 1 day with 10 day notice or by mutual agreement	1 day with 10 day notice or by mutual agreement
<b>Send Approval to Interconnector</b>		

NOTE 1: When a Supplemental Review is involved, the timelines for a Simplified Process no longer apply. However, the Company will complete the Supplemental Review within 40 days.

**Exhibit A – Simplified Process Interconnection Application Instructions**  
(please do not submit this page)

- viii. General Information: If you, the Interconnecting Customer, wish to submit an application to interconnect your generating Facility using the Simplified Process (reference Section iii of the Interconnection Standard for eligibility) please fill out the attached application form completely (not including this page of instructions), including your signature in the space provided. Interconnections that may be eligible for this Simplified Process include UL 1741-Listed inverter-based Facilities that are either (1) connecting to radial electric power systems with power ratings of  $\leq 100$  kVA, or (2) connecting to spot network electric power systems with power ratings of  $\leq 10$  kVA single-phase. Please attach any documentation provided by the inverter manufacturer concerning the UL 1741. Facilities larger than 10 kVA will be required to install a fully rated lockable switch near the service entrance for use by utility personnel.
- ix. Mail all material to: Liberty Utilities, Customer Relations, 9 Lowell Road, Salem, NH 03079 or Email to [NHElectricSrvreq@LibertyUtilities.com](mailto:NHElectricSrvreq@LibertyUtilities.com)
- x. The Simplified Process is as follows:
1. Application process:
    - a) Interconnecting Customer submits a Simplified Application filled out properly and completely.
    - b) Interconnecting Customer submits a non-professional engineer stamped electrical one-line diagram of the proposed system.
    - c) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
    - d) Company verifies Facility equipment can be interconnected safely and reliably.
    - e) If approved, the Company signs the application and returns a copy to the Interconnecting Customer.
    - f) Upon receipt of the signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.
    - g) In certain circumstances, the Company will require the Interconnecting Customer to pay for System Modifications. If so, a description of work and an estimate will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and payment for the System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application and sends the approved application back to the Interconnecting Customer.
    - h) The Interconnecting Customer returns the Certificate of Completion to the Company.
    - i) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. Except for a short test by the installer to confirm the system works properly, the Interconnecting Customer has no right to operate in parallel (interconnect) until a Witness Test has been performed or has been previously waived by the Company on the Application Form. The

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Company is will make every attempt to complete this Witness Test within 10 business days of its receipt of the Certificate of Completion. All projects larger than 10 kVA will need to be witness tested, unless waived by the Company.

- j) Assuming the wiring inspection and/or Witness Test is satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the Witness Test is not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.
- k) Contact Information: You must provide the contact information for the legal applicant (i.e. the Interconnecting Customer). If other parties are responsible for interfacing with the Company, you should provide their contact information as well.
- l) Ownership Information: Please enter the legal names of the owner or owners of the Facility.
- m) Generating Facility Information: Please consult an actual electric bill from the Electric Service Company and enter the correct Account Number and meter number on this application. If the facility is to be installed in a new location, a temporary number may be assigned by the Electric Company.
- n) Confidentiality: Information on this form will be shared with the Commission and other State Agencies as required.
- o) UL 1741 Listed The standard UL 1741.1 dated May, 2007 or later, “Inverters, Converters, and Controllers for Use in Independent Power Systems,” addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL 1741.1. This term “Listed” is then marked on the equipment and supporting documentation.

53. Simplified Process Interconnection Application and Service Agreement

**Contact Information** - Legal name and address of Interconnecting Customer (or, Company name, if appropriate):

Customer/Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Alternative Contact Information** (e.g, system installation contractor or coordinating company, if appropriate):

Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Electrical Contractor Contact Information (if appropriate)**

Name \_\_\_\_\_ Contact Person \_\_\_\_\_ License # \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Facility Information**

Address of facility \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Electric Supply Co. \_\_\_\_\_  
Account # \_\_\_\_\_ Meter # \_\_\_\_\_ Gen/Inverter Manu \_\_\_\_\_  
Model Name and # \_\_\_\_\_ Quantity \_\_\_\_\_ Nameplate Rating (kW) \_\_\_\_\_  
(kVa) \_\_\_\_\_ (AC volts) \_\_\_\_\_ Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_ Battery Backup Y \_\_\_ N \_\_\_  
Net Metering: If renewably fueled, will the account be Net Metered? Y \_\_\_ N \_\_\_  
Prime Mover: Photovoltaic \_\_\_ Recip'g Engine \_\_\_ Fuel Cell \_\_\_ Turbine \_\_\_ Other \_\_\_\_\_  
Energy Source: Solar \_\_\_ Wind \_\_\_ Hydro \_\_\_ Diesel \_\_\_ Nat Gas \_\_\_ Fuel Oil \_\_\_ Other \_\_\_\_\_  
UL 1741.1 (IEEE1547.1) Listed? Y \_\_\_ N \_\_\_ External Manual Disconnect Y \_\_\_ N \_\_\_  
Estimated Install Date \_\_\_\_\_ Estimated In-Service Date \_\_\_\_\_

**Interconnecting Customer Signature**

**I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions on the following page:**

Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing.

**Customer Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

.....  
**Approval to Install Facility (For Company Use Only):** Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required.

Are system modifications required? Y \_\_\_ N \_\_\_

Company Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Company waives inspection/Witness test? Y \_\_\_ N \_\_\_**

**Application Number** \_\_\_\_\_

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54. Terms and Conditions for Simplified Process Interconnections

1. Construction of the Facility. The Interconnecting Customer may proceed to construct the Facility in compliance with the specifications of its Application once the Approval to Install the Facility has been signed by the Company.
2. Interconnection and operation. The Interconnecting Customer may operate Facility and interconnect with the Company's system once all of the following has occurred.
3. Municipal Inspection. Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction.
4. Certificate of Completion. The Interconnecting Customer returns the Certificate of Completion to the Agreement to the Company at address noted.
5. Company has completed or waived the right to inspection.
6. Company Right of Inspection. The Company will make every attempt within ten (10) business days after receipt of the Certificate of Completion, and upon reasonable notice and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Standard. The Company has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion. All projects larger than 10 kVA will be witness tested, unless waived by the Company.
7. Safe Operations and Maintenance. The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
8. Disconnection. The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.
9. Metering and Billing. All renewable Facilities approved under this Agreement that qualify for net metering, as approved by the Commission from time to time, and the following is necessary to implement the net metering provisions:
10. Interconnecting Customer Provides: The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards. In some cases the Interconnecting Customer may be required to install a separate telephone line.
11. Company Installs Meter. The Company will make every attempt to furnish and install a meter capable of net metering within ten (10) business days after receipt of the Certificate of Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.

i. Indemnification

Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses,

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penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

ii. Limitation of Liability

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

iii. Termination of Agreement

1. Termination. This Agreement may be terminated under the following conditions:

- a) By Mutual Agreement. The Parties agree in writing to terminate the Agreement.
2. By Interconnecting Customer. The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
3. By Company. The Company may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, or (2) in the event that the Facility impairs or, in the good faith judgment of the Company, may imminently impair the operation of the electric distribution system or service to other customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.

iv. Assignment/Transfer of Ownership of the Facility

This Agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.

v. Interconnection Standard

These Terms and Conditions are pursuant to the Company's "Interconnection Standards for Inverters Sized Up to 100 kVA" for the Interconnection of Customer-Owned Generating Facilities, as approved by the Commission and as the same may be amended from time to time ("Interconnection Standard"). All defined terms set forth in these Terms and Conditions are as defined in the Interconnection Standard (see Company's website for the complete document).

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55. Certificate of Completion for Simplified Process Interconnections

**Installation Information**

     **Check if owner installed**

Customer/Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_

Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

Address of facility (if different from above) \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Generation Vendor \_\_\_\_\_ Contact Person \_\_\_\_\_

I hereby certify that the system hardware is in compliance with Puc 900.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Electrical Contractor Contact Information (if appropriate)**

Name \_\_\_\_\_ Contact Person \_\_\_\_\_ License # \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_

Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

Date of approval to install Facility granted by the Company \_\_\_\_\_ Installation Date \_\_\_\_\_

Application ID number \_\_\_\_\_

**Inspection**

The system has been installed and inspected in compliance with the local Building/Electrical Code of (City/County) \_\_\_\_\_

Signed by (Local Electrical Wiring Inspector, or attach signed electrical inspection):

Signed: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

**Customer Certification**

I hereby certify that, to the best of my knowledge, all the information contained in this Interconnection Notice is true and correct. This system has been installed and shall be operated in compliance with applicable electrical standards and the initial startup test required by Puc 905.04 has been successfully completed.

Customer signature \_\_\_\_\_ Date \_\_\_\_\_

As a condition of interconnection you are required to send/email a copy of this form to:

Liberty Utilities (Granite State Electric) d/b/a Liberty Utilities

Sales and Marketing

15 Buttrick Road, Londonderry, NH 03053

Email: [NHSalesMarketing@libertyutilities.com](mailto:NHSalesMarketing@libertyutilities.com)

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56. Supplemental Review Agreement

This Agreement, dated \_\_\_\_\_, is entered into by and between (name, address) \_\_\_\_\_ (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting a Supplemental Review relative to the Interconnection Process as defined in Sections iii – x of the Interconnection Standard. This Supplemental Review pertains to the interconnection application the Interconnecting Customer has filed for interconnecting a \_\_\_\_kVA Facility at \_\_\_\_\_ (address of Facility).

If the Supplemental Review determines the requirements for processing the application including any System Modifications, then the modification requirements and costs for those modifications will be identified and included in a billing statement sent by the Company to the Interconnecting Customer for authorization and payment. If the Supplemental Review does not determine the requirements, it will include a proposed Impact Study Agreement as part of the Company’s standard interconnection process which will include an estimate of the cost of the study.

The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Supplemental Review not already provided in the Interconnecting Customer’s application.

All work pertaining to the Supplemental Review that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.

The Company shall perform the Supplemental Review for a fee not to exceed \$1,250. The Company anticipates that the Supplemental Review will cost \$\_\_\_\_. No work will be performed until payment is received.

Please indicate your acceptance of this Agreement by signing below.

\_\_\_\_\_  
Interconnecting Customer

\_\_\_\_\_  
Date

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57. Line Extensions – Policy 1: Individual Residential Customers

In areas in which Delivery Service by the Company is authorized, the Company will extend its single-phase or three-phase distribution facilities or upgrade its single-phase distribution facilities to three-phase distribution facilities to a maximum of 5,280 feet in length to serve Customers under Residential Delivery Service Rate D and Rate D-10, as follows:

i. Applicability

When an individual residential Customer (“Customer”) requests that a distribution line be extended to serve the Customer’s single family or duplex home the terms of this policy shall apply.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installations” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public Way and Private Property

No distinction shall be made between line extensions on public ways or private property except where specifically noted.

2. Overhead Line Extension

Pursuant to RSA 370:12, Customers requiring an overhead line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such overhead power line extension on private property. The contractor shall supply and install all materials as specified by the Company.

Overhead line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line.

The Company has the right to refuse to accept a line extension that does not conform to the Company's specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s) at the house and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property in accordance with the Company's specifications and subject to the Company's inspection.

### 3. Underground Line Extension

The Company will connect the Customer's underground primary distribution line extension to the Company's distribution system. The Company shall be responsible for:

- a) designating the riser pole location;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s);
- c) providing the company owned boxpad foundation;
- d) providing, installing, owning and maintaining the transformer and meter and,
- e) making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for providing, prior to the start of the Company's construction:

- a) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property; installing a steel riser at the Company's designated pole, including a 90 degree sweep and bonding clamp with a copper wire tap;
- b) providing, installing, owning and maintaining all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary and secondary cable, and conduit including, but not limited to, spacers, glue and pulling strings;
- c) installing boxpad foundations, provided by the Company, as indicated on the Company's plan and related construction documents, and,
- d) installing, owning, and maintaining all service conduit and service cable from the Company's equipment to the designated meter location(s).

### v. Customer Responsibilities

#### 1. Easements

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The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

vi. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the Specifications for Electrical Installations booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

vii. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

viii. Payment Required

1. Overhead Line Extension

The "Overhead Cost per Foot" will be a predetermined cost per foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

The Company will provide a predetermined length of overhead distribution line, plus a service drop per house, free of charge ("Allowed Overhead Line Distance per House"). The service drop is considered to be from the last pole to the house.

The "Allowed Overhead Line Distance per House" will be a predetermined distance per home as stated in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

If the total line distance required to serve the house is in excess of the "Allowed Overhead Line Distance per House," there will be a charge to the Customer ("Overhead Installation Charge"). The "Overhead Installation Charge" will be equal to the "Overhead Cost per Foot" times the number of feet in excess of the "Allowed Overhead Line Distance per House."

2. Underground Line Extension

The Company will estimate its cost of providing the necessary equipment to connect the Customer's line extension to the Company's distribution system. The Customer will be required to pay an "Underground Installation Charge" equal to such estimated cost minus an amount equal to the cost of the "Allowed Overhead Line Distance per House"

If an overhead line extension is built in combination with an underground line extension, the credit for the "Allowed Overhead Line Distance" will only be applied once.

If the estimated cost is less than zero, there shall be no "Underground Installation Charge."

3. Payment Terms

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If the “Overhead/Underground Installation Charge” is less than \$3,000, the Customer will be required to pay the entire amount before the start of the construction.

If the “Overhead/Underground Installation Charge” is \$3,000 or greater, the Customer will have the option to either pay the entire amount before the start of the construction, or sign an agreement to pay the amount in 60 equal monthly payments, plus interest at the rate of interest applicable to the Company’s Customer deposit accounts at the time of execution of the payment agreement.

The Company reserves the right to place a lien on the property until such time that the obligation is fulfilled.

#### 4. More Than One Customer

Where overhead service is requested by more than one Customer under this policy at the same time, for the same line, the “Overhead Installation Charge” will be apportioned among those Customers, based on the amount of line attributable to each Customer. The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. The calculation of the “Overhead Installation Charge” shall allow for a credit equal to “Allowed Overhead Line Distance per House” for each Customer.

#### 5. Customer Added After Initial Construction

At the original Customer’s request, if a new Customer (or group of Customers) is supplied service from facilities constructed under this policy, and if such service begins within five years from the date of the first payment received by the Company from the original Customer or group of Customers, the Company will require such new Customer(s) to make a prorated contribution to the payment of the initial “Overhead Installation Charge.” Any contribution received from a new Customer(s) will be used to proportionately reduce the original Customer’s “Overhead Installation Charge.” The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. However, no refunds will be paid in excess of the original Customer(s) “Overhead Installation Charge.” In addition, a credit for the “Allowed Overhead Line Distance per House” for each Customer will be applied.

#### 6. Change of Customer

The Customer must agree, as a condition for the line extension monthly payments, that if the Customer sells, leases or otherwise transfers control and use of the home to another individual (“New Occupant”), and such “New Occupant” opens a new account with the Company, the Customer will obtain an agreement from the “New Occupant” to pay the remaining balance as prescribed in the agreement of the Overhead Installation Charge that would have been owed by the Customer at that location. Unless the “New Occupant” signs a new superseding payment agreement with the Company, the original Customer will remain personally liable for the balance owed.

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ix. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer's home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

The Company may, at its option, decline to undertake construction during the period of December 1 to April 1 of each year.

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58. Line Extensions – Policy 2: Residential Developments

i. General Applicability

When a developer, contractor, builder or other entity other than an individual residential Customer (“Customer”) proposing to construct individual homes or a residential development of single family or duplex homes, requests that distribution lines be constructed to serve the homes or development and no suitable distribution facilities exist, the terms of this policy shall apply. This policy applies to a Customer whenever it is building more than one single family or duplex home.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

2. Overhead Line Extension

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house, and

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- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if in the Company's opinion such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public, and ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

### 3. Underground Line Extension

The Company shall be responsible for:

- a) developing the plan to provide underground electric service;
- b) supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- c) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- d) providing Company owned street light foundations; providing, installing, owning and maintaining all transformers, Company owned street lights, primary and secondary cable, except services;
- e) making all connections to Company equipment;
- f) inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for providing, prior to the start of the Company's construction:

- a) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- b) providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, and conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents;
- c) installing foundations, provided by the Company, for Company owned street lights; supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above;
- d) equipment that is not approved shall not be used without the prior written consent of the Company; installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to each designated meter location;
- e) turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

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v. Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installation booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

4. Plans and Other Documents

The total number of house lots proposed to be constructed will be provided in advance to the Company by the Customer, along with a complete copy of the subdivision plans approved by the planning board in the municipality, if such is required by the municipality. The Company need not begin design work prior to receipt of the approved plans.

The Company may require the Customer to provide, in advance and at no cost to the Company:

- a) a copy of the approval of the planning board for the subdivision;
- b) a copy of all permits and approvals that have been obtained for constructing the development;
- c) easements, drafted by the Company, for all facilities required to serve the development;
- d) the name and address of the financial institution providing financing for the development, including a contact person and phone number;
- e) a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required;
- f) if installation is requested after construction is complete, additional costs, may be borne by the municipality and/or Customer if the tariff does not collect all costs of construction;
- g) a schedule of Customer's best estimate for the construction of homes in the development; and such other reasonable information that may be requested to confirm the viability of the development.

vi. Payment Required

1. Overhead Installation Charge

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Centerline Feet Calculation: The centerline feet calculation will be defined as the total length of all roadways within the subdivision.

The “Overhead Cost -per Centerline Foot” will be a predetermined cost per centerline foot calculated by the Company. This cost is located in Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

The “Overhead Cost per Centerline Foot” assumes that service points are in close proximity to roadways. The Company reserves the right to require the Customer to pay any excess costs to reach the service point when more than one span of wire is required to reach the service point from the roadway.

The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Overhead Distance per House”).

The “Total Allowed Overhead Distance” for the development is equal to the number of house lots times the “Allowed Overhead Distance per House.” The predetermined “Allowed Overhead Distance per House” can be located in Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

If the total centerline feet within the development are greater than the “Total Allowed Overhead Distance,” then there will be a charge to the Customer (“Overhead Installation Charge”).

The “Overhead Installation Charge” will be equal to the “Overhead Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Overhead Distance,” and shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

## 2. Underground Installation Charge

The “Underground Cost per Centerline Foot” will be a predetermined cost per centerline foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

The “Underground Cost per Centerline Foot” is calculated assuming all Company facilities terminate within 2 feet of the roadway. The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Underground Distance per House”).

The “Total Allowed Underground Distance” for the development is equal to the number of house lots times the “Allowed Underground Distance per House.” The predetermined “Allowed Underground Distance per House” can be located in Appendix A of the Company’s Terms and Conditions.

If the total centerline feet within the development are greater than the “Total Allowed Underground Distance”, then there will be a charge to the Customer (“Underground Installation Charge”).

The “Underground Installation Charge” will be equal to the “Underground Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Underground Distance.” The “Underground Installation Charge” shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

### 3. Additional Advance Payments

If there is a cost to get to the limits of the development, the Company may charge the Customer this additional cost.

#### vii. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer’s home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

The Company may, at its option, decline to undertake construction during the period of December 1 to April 1 of each year.



59. Line Extensions – Policy 3: Individual Commercial and Industrial Customers

i. General Applicability

When a commercial or industrial Customer, developer, contractor, builder or other entity (“Customer”) requests service for new or increased load to a single lot, the terms of this policy shall apply.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring an overhead line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such overhead power line extension on private property. The contractor shall supply and install all materials as specified by the Company. Overhead line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;

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- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and.
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for:

- a) blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

### 3. Underground Line Extension

The Company will connect the Customer's underground primary distribution line extension to the Company's distribution system under the conditions shown below.

The Company shall be responsible for developing the plan to provide underground electric service; designating the location of all Company owned equipment, the service entrance and meter location(s); providing, installing, owning and maintaining all transformers and meters; and making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for providing, prior to the start of the Company's construction:

- a) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- b) providing, installing, owning and maintaining all required foundations, handholes, manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.;
- c) and retaining ownership of transformer foundations, grounding systems, all primary and secondary cables and all conduit on private property.

The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

### v. Customer Responsibilities

#### 1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

#### 2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installation booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

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### 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

### 4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company:

- a) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenant or buyer for the building or the proposed type of occupant, as far as is known by the Customer;
- c) barring a known occupant, the Customer's best estimates of the likely load of the proposed building; all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a schedule of the Customer's best estimate for construction;
- h) and such other reasonable information that may be requested.

## vi. Payment Required

### 1. Construction Advance

Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail additional payments from the Customer.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (R/k)$$

Where:

A = the Construction Advance paid to the Company by the Customer.

C = the total estimated cost of construction for facilities required exclusively to meet the distribution service requirement of the Customer. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

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$R$  = the annual Distribution Revenue derived from the Customer within the first year following the completion of the Company's construction of the facilities.

$k$  = the annual carrying charges measured at the time of construction, expressed as a decimal.

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

## 2. Refund

Whenever the Company collects a Construction Advance from the Customer, the Customer has the option to request the Company to perform a one-time recalculation of the Construction Advance payment using actual construction costs and actual distribution revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the one-time review may be made at any time between twelve and thirty-six months after commencement of delivery of electricity.

To determine the refund the Construction Formula shall be modified as follows:

$C$  = the actual cost of construction. If the actual cost of construction exceeds the estimate, then the estimated cost of construction shall be used. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

$R$  = the actual additional annual distribution revenue for the most recent twelve months.

$k$  = the annual carrying charge factor, expressed as a decimal.

If a lower or negative (A) results from applying the Formula as so modified, and if, in the Company's opinion, a risk does not exist regarding either a future reduction in the level of the Customer's usage or the collectability of the Customer's account, then the Company shall refund a portion of, or the entire calculated Construction Advance or the full cost of construction, without interest. In no case shall the amount refunded exceed the original construction advance (A), nor shall the review result in additional payments from the Customer.

## 3. Additional Payment

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When in the Company' s opinion, significant engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer this cost before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded.

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60. Line Extensions – Policy 4: Commercial and Industrial Developments

i. Applicability

When a developer, contractor, builder or other entity (“Customer”) proposes to construct a commercial or industrial development and no suitable distribution facilities exist, the terms of this policy shall apply. For the purposes of this policy, commercial or industrial Customers shall include condominiums, apartments or mobile home complexes.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public or private ways except where specifically noted.

2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc., that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company’s opinion, such cost is excessive.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public ways by

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the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

### 3. Underground Line Extension

When underground service is requested, the Company shall be responsible for:

- a) developing the plan to provide underground electric infrastructure along the traveled way;
- b) supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer; designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- c) providing Company owned street light foundations providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company owned street lights, and meters;
- d) making all connections to Company equipment and,
- e) inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for, prior to the start of the Company's construction:

- f) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- g) providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, and conduit including spacers, glue, and pulling strings, etc., as indicated on the Company's plan and related construction documents;
- h) installing foundations, provided by the Company, for Company owned street lights;
- i) supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above;
- j) equipment that is not approved shall not be used without the prior written consent of the Company and,
- k) turning over ownership of the conduit system, to the Company upon inspection and acceptance of the conduit system by the Company.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

### v. Customer Responsibilities

#### 1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer

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will provide these easements prior to the start of the Company's construction and at no cost to the Company.

## 2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installations booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

## 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

## 4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company, the following:

- a) a complete copy of construction plans including the subdivision plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenants or buyers for each building or the proposed type of occupant, as far as is known by the Customer; barring a known occupant, the Customer's best estimates of the likely load of each proposed building;
- c) all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required. If installation is requested after construction is complete, additional cost may be borne by the municipality and/or Customer if the appropriate tariff does not collect all costs of construction;
- h) a schedule of the Customer's best estimate for construction; and
- i) such other reasonable information that may be requested.

## vi. Payment Required

### 1. Construction Advance

The Company will determine the roadway infrastructure required to meet the distribution service requirements of the commercial development.

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In accordance with the Formula below (the “Formula”), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The “Allowed Credit per Buildable Lot” (B) will be a predetermined cost calculated by the company. This cost is located in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (B * N)$$

Where:

A = the Construction Advance paid to the Company by the Customer

C = the total estimated cost of construction for facilities required along the traveled way to meet the distribution service requirements of the development. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

B = Allowed Credit per buildable lot

N = Number of buildable lots

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

## 2. Additional Payment

When in the Company’s opinion, significant engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer this cost before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded.

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61. Schedule of Fees for Line Extensions

i. Policy 1

1. Allowed Overhead Distance Per House.....300 feet or 1 pole,  
whichever is greater
2. Overhead Cost per Foot.....\$11.40

Under Policy 1, there is no allowed underground distance for a single residential home. The Customer is given a credit equal to the cost of 300 feet of overhead distribution line towards the construction cost of the underground line extension and the Customers pays for the costs in excess of the amount of the credit.

ii. Policy 2

1. Allowed Overhead Distance per House.....100 feet
  - a) Overhead Cost per Foot.....\$11.40
1. Allowed Underground Distance per House.....100 feet
  - a) Underground Cost per Centerline Foot.....\$14.71

iii. Policy 4

1. Overhead
  - a) B = Allowed Credit per Buildable Lot.....\$4,500
2. Underground
  - b) B = Allowed Credit per Buildable Lot.....\$4,500

62. Terms and Conditions for Competitive Suppliers

i. General Applicability

1. The following Terms and Conditions shall apply to every registered Competitive Supplier within the State of New Hampshire authorized to do business with the Company and their customers.
2. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the Commission's Orders or regulations and New Hampshire law. In case of conflict between these Terms and Conditions and any orders or regulations of the Commission, said orders or regulations shall govern.
3. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

ii. Definitions

**Aggregator:** Any entity registered with the Commission to negotiate the purchase of electric supply services for retail Customers in New Hampshire.

**CEPS Agreement:** The contract between the Company and the Competitive Supplier referenced in Section 2.e. below.

**Competitive Supplier or Supplier:** Any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.

**EDI Working Group Report:** The report submitted by the Electronic Data Interchange Working Group to the Commission on April 2, 1998, and approved by Order 22,919. The report is available on the Commission's website.

**Energy Service:** The sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.

**ISO-NE:** ISO New England Inc., authorized by the Federal Energy Regulatory Commission to exercise for New England the functions required pursuant to the Commission's Order No. 2000 (and its progeny) and the Commission's regulations, and any successor organization (including but not limited to a Regional Transmission Organization).

**Market Participant:** A participant in the New England Market that has executed a

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Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the FERC.

**NEPOOL:** New England Power Pool and its successors.

**NEPOOL Agreement:** The Second Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or accepted by the Commission and as may be amended, modified, superseded, supplemented and/or restated from time to time.

**PTF:** Pool transmission facilities included in the Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.

**Settlement Account:** The settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

iii. Obligation of Parties

Customer shall select one Competitive Supplier for each account at any given time for the purposes of the Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate Energy Service, as required by the Competitive Supplier. A Customer may choose only a Competitive Supplier that is registered by the Commission.

1. The Company shall:

- a) Arrange for or provide local network transmission services from PTF to the Company's distribution system for each Customer;
- b) Arrange for or provide regional network transmission service over PTF ;
- c) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);
- d) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;
- e) Deliver power over distribution facilities to each Customer Delivery Point;
- f) Provide customer service and support for Distribution Service;
- g) Respond to service interruptions or power quality problems;
- h) Handle connections and terminations;
- i) Read Meters;
- j) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, for Energy Service;
- k) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Energy Service;
- l) Answer general questions about Distribution Service;
- m) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE,
- n) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to

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Competitive Suppliers, below, and the rules and procedures set forth in the EDI Working Group Report;

- o) Provide information regarding, at a minimum, tariffs, meter read schedules, and load profiles, on its Internet web site; and
- p) Provide up to twelve months of a Customer's historic billing data to a Customer or a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, this information shall be provided in electronic form at no charge.

2. The Competitive Supplier shall:

- a) Meet the registration and licensing requirements established by law or regulation and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the Competitive Supplier in such Market Participant's Settlement Account;
- b) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;
- c) Give the Company at least 60 days' prior notice of termination of its status as a Market Participant or termination of the agreement referenced in Section 2.e. above. The Competitive Suppliers right to serve customers will cease effective with such termination, however the supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;
- d) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;
- e) Enter into a CEPS Agreement with the Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Energy Service to any Customer in the Company's service territory. A business initiation fee of \$500.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI connectivity and initial set up of the Competitive Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each Competitive Supplier and included in the CEPS Agreement;
- f) Complete testing of the transactions included in the EDI Working Group Report prior to the initiation of Energy Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report;
- g) Be responsible for obtaining the necessary authorization from each Customer prior to initiating Energy Service to the Customer;
- h) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the historic usage information or Interval Data specific to that Customer to the Competitive Supplier. Such authorization shall consist of (i) a letter of authorization; (ii) electronic transmission to a competitive supplier; or (iii) a written authorization provided to a registered Aggregator.

iv. Provisions of Service

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1. Initiation of Energy Service

- a) To initiate Energy Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EDI Working Group Report. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.
- b) If the information on the enrollment transaction is correct, the Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- c) Energy Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the next meter read date.
- d) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the next meter read date, Energy Service shall commence on the date of the Customer's subsequent scheduled meter read.
- e) If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

2. Termination of Energy Service

- a) To terminate Energy Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report. Energy Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the Competitive Supplier has not submitted this transaction at least two (2) business days before the meter read date, Energy Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- b) To terminate Energy Service with a Competitive Supplier, a Customer shall so inform the Competitive Supplier who will submit the required "supplier drops customer" transaction. Energy Service shall be terminated on the date of the Customer's next scheduled meter read.
- c) In those instances when a Customer, who is receiving Energy Service from an existing Competitive Supplier, initiates such service with a new Competitive Supplier, the new Competitive Supplier must submit an EDI enrollment request to the Company. The Company shall send the existing Competitive Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- d) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile

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the estimated values after actual meter reading values are available. Reconciliations of actual meter reads will be at the discretion of the Company.

### 3. Customer Outages

#### a) Planned Outages

In the event that the loading on the distribution system, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

#### b) Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. The Company may also be called upon from time to time by ISO New England to implement voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection(s).

### 4. Metering

#### a) Meter Reading

The Company shall meter each Customer in accordance with tariff provisions.

Each Customer shall be metered or estimated such that the loads can be reported to ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's Settlement Account.

#### b) Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a metering device or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

### 5. Billing Service

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Energy Service. The Company shall offer two billing service options

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to Competitive Suppliers providing Energy Service to Customers: a) Standard Billing Service; and b) Consolidated Billing Service. The Competitive Supplier shall inform the Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI Working Group Report.

a) Standard Billing Service

The Company shall issue a single bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of Energy Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

The Company shall send a “customer usage information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

b) Consolidated Billing Service

The Company shall issue a single unbundled bill for electric service to each Customer.

The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier’s portion of a Customer’s bill, and integrate this billing with its own billing in a single mailing to the Customer.

The Company shall send a “customer usage and billing information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

6. Payment Services

Upon receipt of Customer payments, the Company shall send a “payment/ adjustment” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the CEPS agreement entered into by the Competitive Supplier and the Company.

The following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed:

- a) Any outstanding customer loans or deposit obligations with the Company;
- b) Any Company current payment arrangement obligations;
- c) Any Company budget billing arrangement obligations;
- d) Company and Supplier aged accounts receivables, with a priority for the Company’s aged receivables;
- e) Company and Supplier current charges, with a priority for the Company’s current charges; and
- f) Any Company miscellaneous non-electric service product or services.

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Any services in addition to initial set up, that requires the use of the Company's external EDI vendor, will be charged to the supplier a per-hour rate.

Business Initiation Fee.....\$500.00 one-time fee  
Payment Service Customization.....\$175.00 per hour

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

v. Definition of Standard Units of Service

1. Billing Demand

Units of billing demand shall be as defined in the Company's applicable Rate Schedule.

2. On-Peak / Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable Rate Schedule.

vi. Determination of Hourly Loads

1. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
2. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Settlement Account.
3. To refine the estimates of the Competitive Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
4. The hourly loads shall be determined consistent with the following steps:
  - a) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
  - b) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
  - c) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.

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- d) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.
- 5. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

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63. Residential Energy Efficiency Loan Program

i. Availability

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission ("Participating Customers") to borrow all or a portion of the Customer's share of the installed cost of the energy-efficiency measures ("Customer Loan Amount") from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. The Participating Customer must own the property where the energy-efficiency measures are installed; and
2. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under Domestic Rate D, Optional Peak Load Pricing Rate D-10, or Limited Total Electric Living Rate T; and
3. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer's request for a loan under this program; and
4. The Customer Loan Amount has no minimum and must be less than or equal to \$2,000 per customer per year, and must not exceed the Participating Customer's share of the installed cost of the energy efficiency measures installed under the Company's approved energy-efficiency program; and
5. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

At its sole discretion, the Company shall determine eligibility for service under this program subject to the availability of program funds.

Any Participating Customer receiving a loan under this program must remain a Delivery Service customer of the Company at the property where the energy-efficiency measures are installed until the loan has been repaid in full. In the event the Participating Customer ceases to be a Delivery Service Customer of the Company at the property where the energy-efficiency measures are installed, any remaining charges under this program shall immediately become due and payable.

ii. Customer Loan Agreement

Participating Customers shall be required to execute a separate Residential Customer Loan Agreement which will specify the fixed monthly charge and other applicable terms. A Participating Customer can choose to pay the remaining balance owed to the Company at any

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time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company's Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of electric service for nonpayment of the charges under this program.

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 24 months.

The revolving loan fund is funded through a grant from the Greenhouse Gas Emissions Reduction Fund created pursuant to RSA 125-O:23 as administered by the Commission

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64. Non-Residential Energy Efficiency Loan Program

i. Availability

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission ("Participating Customers") to borrow all or a portion of the Customer's share of the installed cost of the energy-efficiency measures ("Customer Loan Amount") from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. 1. The Participating Customer must own the property where the energy-efficiency measures are installed; and
2. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under General Service Time-of-Use Rate G-1, General Long-Hour Service Rate G-2, General Service Rate G-3, or Outdoor Lighting Service Rate M; and
3. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer's request for service under this program; and
4. The Customer Loan Amount has no minimum and must be less than or equal to \$50,000 for each project, and must not exceed the Participating Customer's share of the installed cost of the energy efficiency measures installed under the Company's approved energy-efficiency program; and
5. A Participating Customer is limited to \$150,000 per year in loan funds with no limit on the number of projects at the sole discretion of the Company based on program demand. If at any point there are no loan fund recipients or there have been no loan fund recipients in a given year, the Company may petition the Commission to allow a particular customer to receive more than \$150,000 in loan funds in a given year; and
6. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

At its sole discretion, the Company shall determine eligibility for service under this program subject to the availability of program funds.

Any Participating Customer receiving a loan under this program must remain a Delivery Service customer of the Company at the property where the energy-efficiency measures are installed until the loan has been repaid in full. In the event the Participating Customer ceases to be a Delivery Service Customer of the Company at the property where the energy-efficiency

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measures are installed, any remaining charges under this program shall immediately become due and payable.

ii. Customer Loan Agreement

Participating Customers shall be required to execute a separate Non-Residential Customer Loan Agreement which will specify the fixed monthly charge and other terms of the loan. A Participating Customer can choose to pay the remaining balance owed to the Company at any time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company's Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of electric service for nonpayment of the charges under this program.

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 120 months.

The revolving loan fund is funded through a grant from the Greenhouse Gas Emissions Reduction Fund created pursuant to RSA 125-O:23 as administered by the Commission.

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**Rate D**

Availability

Retail Delivery Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for farm purposes. If electricity is delivered through more than one meter, the charge for electricity delivered through each meter shall be computed separately under this rate.

Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff:

Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....4.912

Reliability Enhancement/Vegetation Management.....(0.017)

Total Distribution.....4.895

Transmission Service Cost Adjustment.....3.557

Stranded Cost Adjustment Factor.....(0.150)

Storm Recovery Adjustment Factor.....0.000

The following rates for water heating service are only available to customers who were receiving such service as of July 1, 2016 and who have continuously received service hereunder since that date:

Off-Peak Use: 16 Hour Control

For all electricity separately metered and delivered between the hours of 11:00 p.m. on each day and 7:00 a.m. on the next day, the price of such electricity shall be:

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Energy Charges Per Kilowatt-Hour

Distribution Charge.....	4.224
Reliability Enhancement/Vegetation Management.....	(0.017)
Total Distribution.....	4.207
Transmission Service Cost Adjustment.....	3.557
Stranded Cost Adjustment Factor.....	(0.150)
Storm Recovery Adjustment Factor.....	0.00

If a Customer has installed an electric water heater of a type approved by the Company, electricity is delivered to such water heater is supplied only under this rate.

Off-Peak Use: 6 Hour Control

For all electricity separately metered and subject to the Company's right to limit the operation of the bottom water heating element up to 6 hours a day, the price of such electricity shall be:

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....	4.301
Reliability Enhancement/Vegetation Management.....	(0.017)
Total Distribution.....	4.284
Transmission Service Cost Adjustment.....	3.557
Stranded Cost Adjustment Factor.....	(0.150)
Storm Recovery Adjustment Factor.....	0.000

If a Customer has installed an electric water heater of a type approved by the Company, and electricity delivered to such water heater is supplied only under this rate

Farm Use

The availability of the Farm Use Section is limited to those locations which were served under the Farm Use Section of Domestic Rate D, N.H.P.U.C. No. 8 - Electricity immediately prior to the effective date of this rate. For such farm customers, where all electricity is supplied by the Company, the RATE PER MONTH is modified as follows:



Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge*	4.363
Reliability Enhancement/Vegetation Management	(0.017)
Total Distribution	4.346
Transmission Service Cost Adjustment	3.557
Stranded Cost Adjustment Factor	(0.150)
Storm Recovery Adjustment Factor	0.000

\*All Regular Use kilowatt-hours in excess of the greater of the following:

- i. 500 kilowatt-hours
- ii. 100 kilowatt-hours per kilovolt-ampere of transformer capacity needed to serve the Customer

Interruptible Credits

This credit provision is only available to customers who were receiving such service as of July 1, 2016 and who have continuously received service hereunder since that date.

The Company will provide, own and maintain a suitable switch designed to control the operation of selected appliances so that the appliance may operate only during the hours chosen by the Company.

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control Hours Per Day	Credit
IC-1	6	(\$3.97)
IC-2	16	(\$5.68)

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### **Rate D-10 Optional Peak Load Rate**

#### Availability

Retail Delivery Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for farm purposes to selected customers presently served under Rate D.

If electricity is delivered through more than one meter, the charge for electricity delivered through each meter shall be computed separately under this rate. The availability of this rate will be subject to the Company's ability to obtain the necessary meters and to render such service.

#### Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

#### Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff:

#### Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge On Peak.....10.583

Distribution Charge Off Peak.....0.146

Reliability Enhancement/Vegetation Management.....(0.017)

Total Distribution Charge On Peak.....10.566

Total Distribution Charge Off Peak.....0.129

Transmission Service Cost Adjustment.....3.558

Stranded Cost Adjustment Factor.....(0.154)

Storm Recovery Adjustment Factor.....0.000

Peak hours will be from 8:00 a.m. to 9:00 p.m. daily on Monday through Friday excluding holidays.

Off-Peak hours will be from 9:00 p.m. to 8:00 a.m. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

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Electric water heating service is available under this rate subject to the conditions specified herein. For such water heating service the Company will provide, own and maintain a suitable switch designed to control the operation of the water heater so that the bottom heating element may operate only during Off-Peak hours.

Electric Water Heating Conditions

Electricity delivered to the water heater must be separately controlled. The Company shall install, own and maintain the control relay. The bottom water heating element will operate only during Off-Peak hours. All water heaters installed after the effective date of this rate shall have a storage capacity of 80 gallons or greater and be of a type approved by the Company. However, approved water heater of less than 80 gallons now being served by the Company may be permitted to transfer to this rate, and at the Company's option smaller tanks may be permitted only within an individual apartment of a multi-family building.

Terms of Agreement

The agreement for service under this rate will continue for an initial term of one year if electricity can be properly delivered to a Customer without an uneconomic expenditure by the Company. The agreement may be terminated at any time on or after the expiration date of the initial term by twelve (12) months prior written notice.

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Title: David R. Swain  
President

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### **General Service Time-of-Use Rate G-1**

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale, subject to the provisions of this section. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be greater than or equal to 200 kW of Demand. A Customer may be transferred from rate G-1 at its request or at the option of the Company if the customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months.

If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate. If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may be delivered under the provisions of the Limited Commercial Space Heating Rate V.

The actual delivery of service and the rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company.

All customers served on this rate must elect to take their total electric service under the time-of-use metering installation as approved by the Company. If delivery is through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate.

#### Character of Service

Service supplied under this rate will be 60 cycle, three-phase alternating current normally at a nominal voltage of 120/208, 277/480, 2400, 4160, 4800, 7200, 13,200 and 13,800 volts. All voltages are not available in every area.

#### Rate Per Month

The Rate Per Month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff.

#### Rates for Retail Delivery Service

Customer Charge.....\$372.50 per month

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Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge On Peak.....	0.481
Distribution Charge Off Peak.....	0.143
<u>Reliability Enhancement/Vegetation Management.....</u>	<u>(0.017)</u>
Total Distribution Charge On Peak.....	0.464
Total Distribution Charge Off Peak.....	0.126
 Transmission Service Cost Adjustment.....	 3.118
Stranded Cost Adjustment Factor.....	(0.150)
Storm Recovery Adjustment Factor.....	0.000

Demand Charges Per Kilowatt

Distribution.....	\$7.66
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Distribution Energy Charges Peak Periods

Peak hours will be from 8:00 a.m. to 9:00 p.m. daily on Monday through Friday excluding holidays.

Off-Peak hours will be from 9:00 p.m. to 8:00 a.m. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak during the peak hours occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
- c) 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven (11) months prior to the application of this rate shall be considered as having been established under this rate.

Optional Determination of Demand

However, a Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items a) or b) above. In such case, the Demand Charge and the Energy Charge will be increased by 20% during such period.

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High Voltage Metering Adjustment

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

Credit for High Voltage Delivery

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts and the Company is saved the cost of installing any transformer and associated equipment, a credit of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

High Voltage Delivery Credit.....\$0.42 per kWh

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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### General Long Hour Service Rate G-2

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale subject to the provisions of this section. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be greater than or equal to 20 kW of Demand but is less than 200 kW of Demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate.

A customer may be transferred from rate G-2 at its request or at the option of the Company if the customer's twelve (12) month average monthly demand is less than 18 kW of demand for three consecutive months.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may be delivered under the provisions of the Limited Commercial Space Heating Rate V.

#### Character of Service

Service supplied under this rate will be 60 cycle, three-phase alternating current normally at a nominal voltage of 120/208, 277/480, 2400, 4160, 4800, 7200, 13,200 and 13,800 volts. All voltages are not available in every area.

#### Rate Per Month

The Rate Per Month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff.

#### Rates for Retail Delivery Service

Customer Charge.....\$62.00 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge..... 0.171  
Reliability Enhancement/Vegetation Management.....(0.017)  
Total Distribution Charge..... .0.14  
  
Transmission Service Cost Adjustment.....3.424  
Stranded Cost Adjustment Factor.....(0.151)  
Storm Recovery Adjustment Factor.....0.000

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Demand Charges Per Kilowatt

Distribution.....\$7.60

Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
- c) 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven months prior to the application of this rate shall be considered as having been established under this rate.

Optional Determination of Demand

However, a Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items a) or b) above. In such case, the Demand Charge and the Energy Charge will be increased by 20% during such period.

High Voltage Metering Adjustment

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

Credit for High Voltage Delivery

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of the peak hours billing demand for such month shall be allowed against the amount determined under the preceding provisions.

High Voltage Delivery Credit.....\$0.42 per kWh

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Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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### General Service Rate G-3

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be less than 20 kW of demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate.

#### Character of Service

Service supplied under this rate will be 60 cycle, alternating current either:

- a) Single-phase normally three-wire at a nominal voltage of 120/240 volts.
- b) Three-phase secondary normally at a nominal voltage of 120/208, or 277/480 volts.
- c) Three-phase primary normally at a nominal voltage of 2400, 4160, 4800, 7200, 13,200 or 13,800 volts.

All voltages are not available in every area.

#### Rate Per Month

The rate per month will be the sum of the Customer and Energy Charges subject to the adjustments in this tariff:

#### Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....4.666  
Reliability Enhancement/Vegetation Management.....(0.017)  
Total Distribution Charge.....4.649  
  
Transmission Service Cost Adjustment.....3.400  
Stranded Cost Adjustment Factor.....(0.144)  
Storm Recovery Adjustment Factor.....0.000

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Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

Reliability Enhancement Program and Vegetation Management Plan Adjustment

All energy billed under this rate is subject to a Reliability Enhancement Program and Vegetation Management Plan Adjustment Factor which shall be adjusted from time to time.

Reliability Enhancement Program Capital Investment Allowance

Distribution base rates are subject to adjustment on an annual basis for a Reliability Enhancement Program Capital Investment Allowance.

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### Outdoor Lighting Service Rate M

#### Availability

##### *Public Lighting*

Available for Street or Highways and areas within the public domain for customers designated as governmental entities, inclusive of the state, municipalities, or other public authorities. Installations on limited access highways, tunnels, bridges and the access and egress ramps thereto are subject to the Special Rate Conditions of this tariff.

##### *Private Lighting*

Available to private customers for outdoor lighting of areas on private property where necessary fixtures can be supported on existing poles and where such service can be supplied from existing secondary distribution facilities. In special circumstances outlined in the pole and accessory section below, the Company will install a wooden pole.

##### *Lighting Services*

Service under this rate is for full-night service street lighting whereby the luminaire operates for the entire night time period pursuant to the Hours of Operation provision below. In addition, customers may, at their option, take advantage of part-night service in which the luminaire operates for a portion of the night pursuant to the Hours of Operation provision below. Customers may select the part-night service option at the time of lighting installation or at any time during service. Any request to select the part-time night service option must be made in writing.

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....	0.000
<u>Reliability Enhancement/Vegetation Management.....</u>	<u>(0.017)</u>
Total Distribution.....	(0.017)
Transmission Service Cost Adjustment.....	2.359
Stranded Cost Adjustment Factor.....	(0.150)
Storm Recovery Adjustment Factor.....	0.000

No further installation or relocation of Incandescent and Mercury Vapor lights will be made after the effective date of this rate.

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Pole and Accessory Charge

An additional annual charge enumerated below will be applied where the Company is requested to furnish a suitable wood pole for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated. This pole may not be more than one (1) span from the existing secondary service located along a roadway or thoroughfare, and must be reachable for mechanized equipment.

Description	Monthly Price Per Unit
<b>Overhead Service</b>	
Wood Poles	\$8.86
<b>Underground Service – Non-Metallic Standard</b>	
Fiberglass – Direct Embedded	\$9.18
Fiberglass with Foundation < 25 ft.	\$15.57
Fiberglass with Foundation >= 25 ft.	\$26.01
Metal Poles – Direct Embedded	\$18.57
Metal Poles with Foundation	\$22.37

Other Charges

Pursuant to RSA 9-E:4, the Company provides a part-night service that, when requested by a customer, will require the replacement of the photoelectric control that will allow for the operation of the luminaire for a portion of the night. The Company shall assess the customer a Part Night Charge of \$150 for the installation of each photoelectric control that must be replaced in order for part-night service to be operational and for the removal of such photoelectric control upon the customer's request to return to full-night service. For installation or removal of each photoelectric control made during a scheduled maintenance visit or during the installation of a new outdoor lighting service, the Company shall assess the customer a Part Night Charge of \$20 for the installation or removal of each such photoelectric control. The Part Night Charge does not include the cost or fees associated with any work-zone protection, traffic control services and/or permits required to perform the customer requested change, all of which shall be the responsibility of the customer.

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The energy charges for each luminaire will be determined by multiplying the current energy charges per kilowatt-hour by the average monthly kilowatt-hours shown in the following table:

All-Night Service Option:

The monthly kilowatt-hours and distribution rates for each luminaire served under the all-night service option are shown below.

For New and Existing Installations:

Lamp Light Output Lumens	Nominal Power Rating Watts	Monthly KWH per Luminaire												Monthly Distribution Rate
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<u>High Pressure Sodium Roadway:</u>														
4,000	50	22	18	19	16	16	14	15	16	18	20	20	22	\$7.52
9,600	100	43	37	37	33	33	29	30	33	35	39	41	44	\$9.12
27,500	250	108	92	93	82	78	72	76	82	88	98	102	110	\$16.02
50,000	400	172	147	149	131	125	115	121	132	140	157	164	175	\$20.87

High Pressure Sodium Post Top:

9,600	100	43	37	37	33	33	29	30	33	35	39	41	44	\$10.50
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High Pressure Sodium Flood:

27,500	250	108	92	93	82	78	72	76	82	88	98	102	110	\$16.16
50,000	400	172	147	149	131	125	115	121	132	140	157	164	175	\$22.31

For Existing Installations Only:

Lamp Light Output Lumens	Nominal Power Rating Watts	Monthly KWH per Luminaire												Monthly Distribution Rate
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<u>Incandescent:</u>														
1,000	103	44	38	38	34	32	30	31	34	36	41	42	45	\$10.04

Mercury Vapor Roadway:

4,000	100	22	18	19	16	16	14	15	16	18	20	20	22	\$7.27
8,000	175	43	37	37	33	33	29	30	33	35	39	41	44	\$8.84
22,000	400	108	92	93	82	78	72	76	82	88	98	102	110	\$16.72
63,000	1000	172	147	149	131	125	115	121	132	140	157	164	175	\$31.72

Mercury Vapor Flood:

22,000	400	108	92	93	82	78	72	76	82	88	98	102	110	\$18.49
63,000	1000	172	147	149	131	125	115	121	132	140	157	164	175	\$31.93

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For New and Existing Installations:

Lamp Light Output Lumens	Nominal Power Rating Watts	Monthly KWH per Luminaire												Monthly Distribution Rate
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<u>LED:</u>														
3,000	30	13	11	11	10	9	9	9	10	11	12	12	13	\$16.28
5,000	50	22	18	19	16	16	14	15	16	18	20	20	22	\$17.01
16,000	130	56	48	48	42	40	37	39	43	46	51	53	57	\$20.07
21,000	190	82	70	71	62	59	55	58	62	67	75	78	83	\$27.19
<u>LED Underground Residential Developments:</u>														
5,000	50	22	18	19	16	16	14	15	16	18	20	20	22	\$19.08
<u>LED Flood:</u>														
9,400	90	39	33	34	29	28	26	27	30	32	35	37	39	\$18.69
14,600	130	56	48	48	42	40	37	39	43	46	51	53	57	\$20.74
<u>LED Barn:</u>														
4,800	50	22	18	19	16	16	14	15	16	18	20	20	22	\$7.30

#### Limitations on Availability

The availability of this rate to any Customer is contingent upon the availability to the Company of personnel and/or other resources necessary to perform the conversion of existing Fixtures.

#### Special Rate Conditions

Charges for the operation of outdoor lights may be increased if, in the Company's opinion, lights are to be installed in locations or under conditions such that estimated income will be insufficient to justify the estimated cost of construction.

#### Billings

One-twelfth of the annual price of luminaires, poles and accessories plus energy charges, including adjustments, will be billed each month beginning with the month following the month in which service is rendered.

Luminaire Charges and Pole and Accessory Charges will be based on the monthly rates above as measured from the date of the prior bill to the current bill date.

Charges per kWh will be based on the annual kWh per luminaire above. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights among the months. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the

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actual number of days for each calendar month during the billing period as measured from the date of the prior bill to the current bill date and then multiplied by the charge per kWh.

#### Hours of Operation

*Full-Night Service:* All streetlights will be operated every night from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

*Part-Night Service:* All streetlights will be operated every night from approximately one-half hour after sunset then turning off at a time equal to one-half of the previous standard service period and, as necessary, from five and one-half hours later until approximately one-half hour before sunrise, a total of no greater than 2,448 hours each year.

#### Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the luminaire price of such light, upon presentation of a claim from the Customer. The deduction shall be equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

#### Excessive Damage

Excessive damage to poles, lamps, fixtures, or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

#### Terms of Service

The customer shall receive and pay for outdoor lighting service for an initial term of five years from the date of installation. Unless notice of termination is given, service shall be extended thereafter for terms of one year. Either the customer or the Company may terminate outdoor lighting service by giving the other written notice at least six months before expiration of a term.

#### Discontinuance of Lights

Upon expiration of the initial five year term, the Customer may discontinue lights by written notice to the Company. Such discontinuance is contingent upon the customer paying the

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undepreciated value of the light installation plus a removal charge of \$50 per light. Removal of such lights will be completed in a reasonable period as agreed upon.

Conversion of Existing Lights to Sodium Vapor or LED

*Public Street Lights*

1. Incandescent lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of incandescent lights with an appropriate sodium vapor light or LED. The conversion will be completed in a period as agreed upon.
2. Mercury vapor lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of mercury vapor lights with an appropriate sodium vapor light or LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.
3. Sodium Vapor lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of sodium vapor lights with an appropriate LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.

*Public, Private, Street, or Outdoor Lights*

Conversion of lights will be made as requested by the Customer and as agreed to by the Company, upon payment of the undepreciated value of the existing light and a \$50 per light conversion charge.

Energy Emergency Service

In the event of a generally recognized national and/or regional energy shortage or emergency, annual outdoor lighting may be disconnected upon written request of the Customer. In this event, a monthly charge will be billed at the rate of 80% of the normal charges for the duration of time the lighting service is disconnected.

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### **Limited Total Electrical Living Rate T**

#### Availability

The availability of this rate is limited to the following customers: 1) those who immediately prior to the effective date of this rate were served under Total Electric Living Rate T, NHPUC No. 8 - Electricity and are presently receiving service under this rate, and (2) those who requested service under this rate prior to May 1, 1982.

To such customers, delivery service under this Limited Total Electric Living Rate T continues to be available to the classifications below, subject to the conditions hereinafter stated:

#### Classifications

1. An individual residence or individual apartment.
2. A building or group of buildings under common ownership and operation, where the principal use of electricity is for living quarters. If the owner does not furnish all the electric requirements to the residential tenants of a building, the balance of these residential requirements may be billed individually to the tenants under this rate.
3. A church or school, including adjacent buildings owned and operated by such church or school and used principally for religious or education purposes.

#### Conditions

1. Electricity must be the sole source of energy for space heating and water heating.
2. All electrical space heating equipment must be permanently installed. It is recommended that insulation be permanently installed and conform to the Company's standards.
3. All water heaters installed shall be of a type and size approved by the Company.
4. The Customer shall provide a separate circuit for the water heater, of ample capacity and designed for a 240-volt operation, to which no equipment other than the water heater shall be connected.

#### Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

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Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff.

Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....4.114  
Reliability Enhancement/Vegetation Management.....(0.017)  
Total Distribution Charge.....4.097

Transmission Service Cost Adjustment.....3.372  
Stranded Cost Adjustment Factor.....(0.149)  
Storm Recovery Adjustment Factor.....0.000

Interruptible Credits

This credit provision is only available to customers who were receiving such service as of July 1, 2016 and who have continuously received service hereunder since that date.

The Company will provide, own and maintain a suitable switch designed to control the operation of selected appliances so that the appliance may operate only during the hours chosen by the Company.

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control Hours Per Day	Credit
IC-1	6	(\$3.97)
IC-2	16	(\$5.68)

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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Issued by: /s/ David R. Swain

Effective: XXX X, 2017

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### **Unmetered Electric Service Rate U**

Unmetered services are usually not permitted. However, if after careful study it definitely appears the installation of a meter is impractical, due to the design of the Customer's equipment, then the Customer's monthly bill will be computed by applying the applicable electric rate schedule to a use arrived at by multiplying the total load by 730 hours.

This policy will not be applied when the load is controlled by the Company through a street lighting circuit, nor does it apply to traffic signals owned and controlled by Municipalities.

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### **Limited Commercial Space Heating Rate V**

#### Availability

The availability of this rate is limited to the following customers: 1) those who immediately prior to the effective date of this rate were served under Commercial Space Heating Rate V, NHPUC No. 8 - Electricity and are presently receiving service under this rate, and 2) those who requested service under this rate prior to May 1, 1982.

To such customers, delivery service under this Limited Commercial Space Heating Rate V is available for space heating in buildings other than residences, where the Customer's premises are heated exclusively by electricity.

Air conditioning used in addition to electric space heating at this same location may also be served under this rate, provided that electricity is the sole source of energy, and all the requirements for these purposes are metered hereunder.

Electric space heating equipment shall be permanently installed and be of a type and size approved by the Company.

Service under this rate will be metered separately.

Any other use of electricity must be taken under an applicable general service rate.

This rate is not available for resale or auxiliary service.

#### Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location, or other voltages where available by special arrangement with the Company.

#### Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff.

#### Rates for Retail Delivery Service

Customer Charge.....\$14.50 per month

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Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge.....	4.056
<u>Reliability Enhancement/Vegetation Management.....</u>	<u>(0.017)</u>
Total Distribution Charge.....	4.039
Transmission Service Cost Adjustment.....	4.159
Stranded Cost Adjustment Factor.....	(0.161)
Storm Recovery Adjustment Factor.....	0.000

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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RATES EFFECTIVE XXX X, XXXX  
FOR USAGE ON AND AFTER XXX X, XXXX

Rate	Blocks	Distribution Charge	REP/VMP	Net Distribution Charge	Transmission Charge	Stranded Cost Charge	Storm Recovery Adjustment Factor	System Benefits Charge	Electricity Consumption Tax	Total Delivery Service	Energy Service	Total Rate
D	Customer Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	All kWh	\$ 0.04912	(0.00017)	<b>0.04895</b>	0.03557	(0.00150)	-	0.00330	0.00055	<b>0.08687</b>	0.09221	<b>\$ 0.17908</b>
Off Peak Water Heating Use 16 Hour Control <sup>1</sup>	All kWh	\$ 0.04224	(0.00017)	<b>0.04207</b>	0.03557	(0.00150)	-	0.00330	0.00055	<b>0.07999</b>	0.09221	<b>\$ 0.17220</b>
Off Peak Water Heating Use 6 Hour Control <sup>1</sup>	All kWh	\$ 0.04301	(0.00017)	<b>0.04284</b>	0.03557	(0.00150)	-	0.00330	0.00055	<b>0.08076</b>	0.09221	<b>\$ 0.17297</b>
Farm <sup>1</sup>	All kWh	\$ 0.04636	(0.00017)	<b>0.04619</b>	0.03557	(0.00150)	-	0.00330	0.00055	<b>0.08411</b>	0.09221	<b>\$ 0.17632</b>
D-10	Customer Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	On Peak kWh	\$ 0.10583	(0.00017)	<b>0.10566</b>	0.03558	(0.00154)	-	0.00330	0.00055	<b>0.14355</b>	0.09221	<b>\$ 0.23576</b>
	Off Peak kWh	\$ 0.00146	(0.00017)	<b>0.00129</b>	0.03558	(0.00154)	-	0.00330	0.00055	<b>0.03918</b>	0.09221	<b>\$ 0.13139</b>
G-1	Customer Charge	\$ 372.50		<b>372.50</b>						<b>372.50</b>		<b>\$ 372.50</b>
	Demand Charge	\$ 7.66		<b>7.66</b>						<b>7.66</b>		<b>\$ 7.66</b>
	On Peak kWh	\$ 0.00481	(0.00017)	<b>0.00464</b>	0.03118	(0.00150)	-	0.00330	0.00055	<b>0.03817</b>		
											0.07770	<b>\$ 0.11587</b>
											0.09593	<b>\$ 0.13410</b>
											0.12037	<b>\$ 0.15854</b>
											0.11824	<b>\$ 0.15641</b>
											0.09075	<b>\$ 0.12892</b>
											0.06941	<b>\$ 0.10758</b>
											0.06122	<b>\$ 0.09939</b>
											0.05541	<b>\$ 0.09358</b>
											0.06020	<b>\$ 0.09837</b>
	Off Peak kWh	\$ 0.00143	(0.00017)	<b>0.00126</b>	0.03118	(0.00150)	-	0.00330	0.00055	<b>0.03479</b>		
											0.07770	<b>\$ 0.11249</b>
											0.09593	<b>\$ 0.13072</b>
											0.12037	<b>\$ 0.15516</b>
											0.11824	<b>\$ 0.15303</b>
											0.09075	<b>\$ 0.12554</b>
											0.06941	<b>\$ 0.10420</b>
											0.06122	<b>\$ 0.09601</b>
											0.05541	<b>\$ 0.09020</b>
											0.06020	<b>\$ 0.09499</b>
G-2	Customer Charge	\$ 62.00		<b>62.00</b>						<b>62.00</b>		<b>\$ 62.00</b>
	Demand Charge	\$ 7.60		<b>7.60</b>						<b>7.60</b>		<b>\$ 7.60</b>
	All kWh	\$ 0.00171	(0.00017)	<b>0.00154</b>	0.03424	(0.00151)	-	0.00330	0.00055	<b>0.03812</b>		<b>\$ 0.03812</b>
											0.07770	<b>\$ 0.11582</b>
											0.09593	<b>\$ 0.13405</b>
											0.12037	<b>\$ 0.15849</b>
											0.11824	<b>\$ 0.15636</b>
											0.09075	<b>\$ 0.12887</b>
											0.06941	<b>\$ 0.10753</b>
											0.06122	<b>\$ 0.09934</b>
G-3	Customer Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	All kWh	\$ 0.04666	(0.00017)	<b>0.04649</b>	0.03400	(0.00144)	-	0.00330	0.00055	<b>0.08290</b>	0.09221	<b>\$ 0.17511</b>
M	All kWh	\$ -	(0.00017)	<b>(0.00017)</b>	0.02359	(0.00150)	-	0.00330	0.00055	<b>0.02577</b>	0.09221	<b>\$ 0.11798</b>
T	Customer Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	All kWh	\$ 0.04114	(0.00017)	<b>0.04097</b>	0.03372	(0.00149)	-	0.00330	0.00055	<b>0.07705</b>	0.09221	<b>\$ 0.16926</b>
V	Minimum Charge	\$ 14.50		<b>14.50</b>						<b>14.50</b>		<b>\$ 14.50</b>
	All kWh	\$ 0.04056	(0.00017)	<b>0.04039</b>	0.04159	(0.00161)	-	0.00330	0.00055	<b>0.08422</b>	0.09221	<b>\$ 0.17643</b>

<sup>1</sup> Rate is a subset of Domestic Rate D

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