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<u>Page</u>	<u>Revision</u>
Title	Original
TOC i	Second Revised
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1	Twelfth Revised
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I. GENERAL TERMS AND CONDITIONS

1 SERVICE AREA

- A. Service Area. The area authorized to be served by the Company and to which this tariff applies are the following cities and towns: Allenstown, Amherst, Auburn, Bedford, Belmont, Berlin, Boscawen, Bow, Concord, Derry, Franklin, Gilford, Goffstown, Hanover, Hollis, Hooksett, Hudson, Keene, Laconia, Lebanon, Litchfield, Londonderry, Loudon, Manchester, Merrimack, Milford, Nashua, Northfield, Pelham, Pembroke, Sanbornton, Tilton, Windham, and part of Canterbury and Winnisquam.

2 GENERAL TERMS AND CONDITIONS

- A. Filing. A copy of this tariff is on file with the New Hampshire Public Utilities Commission ("NHPUC" or the "Commission") and is open to inspection at the offices of the Company.
- B. Revisions. This tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the rules of the Commission and such changes, when effective, shall have the same force as the original tariff.
- C. Application. The tariff provisions apply to everyone lawfully receiving gas supply service and/or delivery-only service from the Company under the rates herein and receipt of gas service shall constitute the receiver a customer of the Company as the term is used herein whether service is based upon contract, agreement, accepted signed application, or otherwise.
- D. Statement by Agents. No representative has the authority to modify a tariff rule or provision or to bind the Company by a promise or representation contrary thereto.
- E. No Prejudice of Rights. The failure of the Company to enforce any of the terms of this tariff shall not be deemed a waiver of its right to do so.
- F. Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation or gifts for service rendered by them while working for the Company on the Company's time.
- G. Advance Payments. Payments to the Company for charges provided in these rules and regulations to be borne by the customer shall be made in advance.
- H. Assignment. Subject to the rules and regulations, all contracts by the Company shall be binding upon, and oblige, and continue for the benefit of, the successors and assigns, heirs, executors, and administrators of the parties hereto.

3 CHARACTER OF SERVICE – EXCLUDING KEENE CUSTOMERS

- A. Gas Supply. This Tariff applies only to the supply of gas, having a thermal content of nominally 1,000 British thermal units per cubic foot at supply pressures available in the locality in which the premises to be served are situated.
- B. Determination of Therms. The gas for any billing period, expressed in hundreds of cubic feet (ccf), shall be multiplied by the average Btu of the gas sent out as determined below and divided by 1,000 in order to

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- C. Determine the number of therms consumed in the billing period. For billing purposes, gas therms shall be determined on a “dry” basis.

The Btu therm factor of the gas sendout shall be calculated for each billing cycle from the daily weighted average Btu of the natural gas delivered to the Company by its suppliers and the gas produced at the Company’s peak-shaving plants. The daily average Btu content shall be determined by appropriate gas measurement devices operated by the Company or its supplier.

- D. Delivery of Gas Supply. The rates specified in this tariff are based upon the supply of service to a single customer through one delivery and metering point.
- E. Use of Service at Separate Properties. The use of service at two or more separate properties will not be combined for billing purposes.

3A CHARACTER OF SERVICE – KEENE CUSTOMERS

- A. Gas Supply. This Tariff applies to the supply of either propane-air gas or natural gas at the company’s standard heat content value for the gas supply source, adjusted for temperature and pressure, in the locality in which the premises to be served are situated.

1. For Keene customers on the propane air-gas distribution system, the supply of gas sold will be nominally 740 British thermal units per cubic foot.
2. For Keene customers on the natural gas distribution system, the supply of gas sold will be nominally 1,000 British thermal units per cubic foot.

- B. Determination of Therms.

1. The propane-air gas for any billing period, expressed in hundreds of cubic feet (CCF), shall be multiplied by the average BTU/cubic foot of the gas send out as determined below and divided by 1,000 in order to determine the number of therms consumed in the billing period.

The average BTU of the gas sendout for billing purposes shall be calculated for each billing period using the daily average BTU of propane-air gas produced by the company’s production plant as determined by appropriate gas heat content measurement devices¹ operated by the company. The average BTU so calculated shall be used in determining the therms for monthly bills based on meter readings and the average BTU for the billing period.

2. The natural gas for any billing period, expressed in hundreds of cubic feet (CCF), shall be multiplied by the average BTU/cubic foot of the gas send out as determined below and divided by 1,000 in order to determine the number of therms consumed in the billing period.

The average BTU of the gas sendout for billing purposes shall be calculated for each billing period using the daily average BTU of compressed or liquefied natural gas delivered to the company in New Hampshire by its suppliers. To determine the daily average BTU, each tanker’s BTU content will be provided by the supplier or measured by the Company with appropriate gas heat content measurement devices,¹

¹ Typically chromatographs or calorimeters are used for measuring the heat content of gas.

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including when more than one tanker is connected to the Company's natural gas system and simultaneously providing flow at any given time. The average BTU so calculated shall be used in determining the therms for monthly bills based on meter readings and the average BTU for the billing period.

4 CUSTOMER'S INSTALLATION

- A. Point of Delivery. Upon request, the Company will designate a point at which the customer shall terminate his piping for connection to the meter of the Company, but such information does not constitute an agreement or obligation on the part of the Company to furnish service.
- B. Space for Meter. The customer shall provide, free of expense to the Company, a dry, warm and otherwise suitable place for the regulator or regulators, meter or meters, or other equipment of the Company which may be necessary for the fulfillment of such contracts as may be entered into with the Company.
- C. Location of Meter. The space provided for the Company's meters and equipment shall be convenient access to the Company's employees and, as near as possible, to the point where the service supply pipe enters the customer's building. Its location shall be such that the meter connections are not concealed by plaster or sheathing and shall be otherwise acceptable to the Company.
- D. Reverse Flow. The customer may be required to install check valves or other devices to prevent compressed air or other gases from entering the Company's mains.

5 APPLICATION FOR SERVICE

- A. Service Contract. Every applicant for gas service may be required to sign a contract, agreement, or other form then in use by the Company covering the special circumstances of the applicant's use of gas and must agree to abide by the rules and regulations and standard requirements of the Company.
- B. Right to Reject. The Company may reject any application for service which would involve excessive cost to supply, or which might affect the supply of service to other customers, or for other good and sufficient reasons.
- C. Special Contracts. Standard contracts shall be for terms as specified in the statement of the rate, but where large or special investment is necessary for the supply of service, contracts of longer terms as specified in the rate, or with a special guarantee of revenue, or both, may be required to safeguard such investment.
- D. Unauthorized Use. Unauthorized connection to the Company's gas service supply facilities, and/or the use of service obtained from the Company without authority, or by any false pretense, may be terminated by the Company without notice. The use of service without notifying the Company and without enabling the

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