

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. The charges are only applicable to temporary services that are not made permanent.

36. Stranded Cost Charge

The Stranded Cost Charge shall be comprised of the (1) Contract Termination Charge and (2) Customer-Generator Application Fee Adjustment.

i. Contract Termination Charge

The Stranded Cost Charge 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

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Issued by: /s/ Jeffrey Faber
Jeffrey Faber
Title: Interim President

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contracts with Granite State Electric Company (“Granite State”). The charge will recover the annual reconciliation associated with the Contract Termination Charge. This charge 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 Stranded Cost Charge 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 Stranded Cost Charge 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 Stranded Cost Charge 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 Stranded Cost Charge 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.

ii. Customer-Generator Application Fee Adjustment

The Stranded Cost Charge also shall include an annual report and reconciliation of (1) Application Fee for all applications to interconnect by customer-generators, as set forth in Section 51(xii), as approved by the Commission in Docket No. DE 22-060; (2) administrative costs incurred to efficiently process the interconnection applications filed by customer-generators, including, labor, outside services and information technology as set forth in Attachment C to Exhibit 1 and approved

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in Docket No. DE 22-060; and (3) \$118,000 of current base rate recovery of such administrative costs as set forth in Attachment C to Exhibit 1 and approved in Docket No. DE 22-060. The Company shall not include any deficiency in revenue from the combination of base rate revenues and application fees to support administrative costs for recovery through the Stranded Cost Charge without prior authorization by the Commission. However, the Company may seek Commission approval to change the Application Fees filing, in order to achieve better alignment of revenues and administrative expenses in future years, as part of its annual Stranded Cost Charge filing.

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 19-064.

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xii. Application Fees

Consistent with the parameters laid out in Docket No. DE 22-060 and pursuant to Order No. 27,074, dated on November 18, 2024, the Company shall collect fees for all applications to interconnect by Customer-generators on and after January 1, 2025.

Generating Capacity (AC)	Application Fee
Up to 30 kW	\$200
Greater than 30 kW, up to 100 kW	\$500
Greater than 100 kW	\$1000

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Effective: January 1, 2025~~July 1, 2020~~

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<u>Generating Capacity (AC)</u>	<u>Application Fee</u>
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<u>Greater than 30 kW, up to 100 kW</u>	<u>\$500</u>
<u>Greater than 100 kW</u>	<u>\$1000</u>

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