

**THE STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION**

**CONCORD STEAM CORPORATION.
PETITION FOR RATE INCREASE**

Docket No. DG 12-242

**SETTLEMENT AGREEMENT ON
RATE INCREASES & RATE DESIGN**

This Settlement Agreement on meter charges, cost of energy (COE) and usage rates ("Settlement Agreement") is entered into this fifteenth day of March, 2013, by Concord Steam Corporation ("Concord Steam," or "the Company") and the Staff of the New Hampshire Public Utilities Commission ("Staff"), and is intended to resolve all outstanding issues in the above-captioned docket, including, but not limited to, COE cost components, permanent rate levels and specific rate design modifications.

1. INTRODUCTION AND PROCEDURAL HISTORY

1.1. On September 4, 2012, Concord Steam submitted a permanent rate filing seeking an increase in its annual revenue requirement of \$862,584. The Company's filing proposes that \$549,600 of the increase be recovered through distribution rates, and includes proposed tariff pages with an effective date of November 1, 2012 designed to increase its revenues by \$549,600. Along with its request for a permanent rate increase, the Company filed a Petition for Temporary Rates seeking a temporary rate increase of \$549,600 to take effect

with service rendered on and after November 1, 2012.¹ The Company also indicated that it would seek to recover \$312,984 in certain costs related to steam production but historically recovered through usage rates through its COE charge. Specifically, the Company is seeking to transfer ash disposal costs, boiler chemical costs, state air permit fees, and water and sewer charges to the Company's COE for recovery through the COE rate going forward.² The net effect of the \$549,600 increase in revenues through usage rates and the transfer of \$312,984 in steam production-related costs to the Company's COE rate is an increase of \$862,584.

1.2. On September 14, 2012, the Commission issued Order No. 25,410 suspending the Company's proposed tariff revisions and scheduling a prehearing conference for June 16, 2011, and scheduling a prehearing conference and hearing on the petition for temporary rates on October 23, 2012, as well as a technical session for October 4, 2012.

1.3. On October 19, 2012, Concord Steam, with the concurrence of Staff, filed a settlement agreement between Concord Steam and Staff with regard to temporary rates. The settlement agreement provided for an increase in Concord Steam's annual revenue of \$582,412, of which \$296,428 would be recovered through an increase in base rates, and \$312,984 would be recovered through a shift of certain steam production costs to Concord Steam's 2012-2013 COE

¹ Because the Company sought a temporary rate increase equivalent to the permanent increase it requested, the Company did not include separate tariff pages for temporary rates.

² The Company's 2012-2013 Cost of Energy, as approved by the Commission in Order No. 25,436 (November 1, 2012), in Docket No. DG 12-270, includes these cost components.

rates. This shift in test year 2011 steam production costs to 2012-2013 COE rates was approved by the Commission in Order No. 25,436, subject to reconciliation and Staff's review of the appropriateness of such shifting going forward through Docket No. DG 12-242.

- 1.4. On October 19, 2012, Stephen P. Frink, Assistant Director of the Commission's Gas and Water Division, submitted written pre-filed testimony regarding Staff's position on the settlement agreement.
- 1.5. On October 23, 2012, the hearing on temporary rates was held as scheduled.
- 1.6. The Commission issued Order No. 25,432 on October 30, 2012 approving the settlement agreement regarding temporary rates and authorizing the proposed temporary rate increase.
- 1.7. The Audit Staff of the Commission conducted an investigation and audit of Concord Steam concerning test year information provided with the Company's request for a permanent rate increase. Concord Steam responded to data requests from the Audit Staff and provided comments on the Draft Audit Report dated February 7, 2013. The results of the Audit Staff's review and recommendations are included in its Final Audit Report dated February 15, 2013.
- 1.8. The Staff issued several sets of data requests each comprised of numerous questions to which Concord Steam responded. The Company and Staff met in a technical session February 21, 2013. Settlement discussions between the

Company and Staff took place on multiple dates during February and March 2013, which discussions ultimately led to this Settlement Agreement.

2. REVENUE REQUIREMENT

- 2.1. The Company and Staff agree to an annual revenue increase of \$732,000 effective May 1, 2013. This increase is to be recovered through the going-forward transfer of certain supply-related costs to the COE rate component totaling \$312,984 of test year delivery costs, an increase in annual meter revenue of \$27,851, and an increase in annual usage revenue of \$391,165. The cost transfer and revenue increases produce a total increase of \$732,000, or 15.1%, in test year revenues. The revenue requirement schedules supporting Concord Steam's overall revenue requirement and incorporating the provisions of this agreement are attached as Exhibit 1.
- 2.2. Company and Staff agree that the Company should be authorized to transfer certain categories of steam production-related costs that have been historically recovered through usage rates *i.e.*, ash disposal costs, boiler chemical costs, state air permit fees, and water and sewer charges – to the Company's COE. The pro forma test year amount of those costs was \$312,984. These specific categories of costs are delineated in Exhibit 1.
- 2.3. The Company and Staff agree to a \$27,851 increase in the annual meter revenues.

- 2.4. The Company and Staff agree to a \$391,165 increase in the annual usage revenues.
- 2.5. The Company and Staff agree that Concord Steam will not be entitled to, or seek, recoupment the difference between temporary and permanent rates.
- 2.6. The Company and Staff agree that Concord Steam's prudently incurred Rate Case Expense of \$19,536 shall be recovered over a twelve month period beginning May 1, 2013 through a \$0.16 per Mlb surcharge. As part of its 2013-2014 COE filing, Concord Steam shall file a reconciliation of the rate case expense and rate case expense surcharge revenue and a recommendation for treatment of any remaining under- or over-recovered balance. The schedules supporting Concord Steam's rate case expense surcharge attached as Exhibit 2.

3. RATE DESIGN

- 3.1. **Meter Charge:** Concord Steam will implement a winter monthly meter charge for small, medium and large meters, October through May, and a summer monthly meter charge June through October, effective May 1, 2013 as follows:

Meter Charge		
	Winter (8 Months)	Summer (4 Months)
Small	\$20	\$16
Medium	\$50	\$16
Large	\$110	\$16

- 3.2. **Usage Rate:** Concord Steam will maintain the current three tiered declining block rate structure with new rates effective May 1, 2013 as follows:

Usage Rates	
Monthly Volume - M (1000) lbs	Rate
0-500	\$21.50
501-2000	\$20.34
> 2000	\$16.85

3.3. Class Allocation: The combined increases in the COE, meter charge and usage rates are allocated to customer classes such that each class will see a comparable bill impact, as reflected in Exhibit 3. The adoption of this revenue allocation for purposes of this settlement does not represent agreement as to any specific methodology or calculation for the derivation thereof.

4. TARIFF CHANGES

4.1. The Company and Staff agree to the tariff changes shown in Exhibit 4.

5. GENERAL PROVISIONS

5.1. This Settlement Agreement is expressly conditioned upon the Commission's acceptance of all its provisions, without change or condition. If the Commission does not accept this Settlement Agreement in its entirety, without change or condition, or if the Commission makes any findings that go beyond the scope of this Settlement Agreement, and any of the Company and Staff is unable to agree with the changes, conditions or findings, this Settlement Agreement shall be deemed to be withdrawn and shall not constitute any part of the record in this proceeding and shall not be used for any other purpose.

- 5.2. Under this Settlement Agreement, the Company and Staff agree to this joint submission to the Commission, which represents a compromise and liquidation of all issues in this proceeding.
- 5.3. The Company and Staff agree that the Commission's acceptance of this Settlement Agreement does not constitute continuing approval of, or precedent for, any particular issue in this proceeding. Acceptance of this Settlement Agreement by the Commission shall not be deemed to constrain the Commission's exercise of its authority to promulgate future orders, regulations or rules that resolve similar matters affecting other Company and Staff in a different fashion.
- 5.4. This Settlement Agreement shall not be deemed an admission by the Company and Staff that any allegation or contention in this proceeding, other than those specifically agreed to herein, is true and valid. This Settlement Agreement shall not be construed to represent any concession by the Company and Staff Party hereto regarding positions taken with respect to Concord Steam's permanent rate request in this docket, nor shall this Settlement Agreement be deemed to foreclose Concord Steam and Staff in the future from taking any position in any subsequent proceedings. The revenue requirement amounts associated with each of the rate adjustments detailed herein are liquidated amounts that reflect a resolution of all the issues in this proceeding.
- 5.5. The Company and Staff agree that all pre-filed testimony and supporting documentation should be admitted as full exhibits for the purpose of

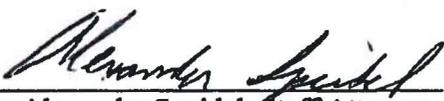
consideration of this Settlement Agreement, and be given whatever weight the Commission deems appropriate. Consent by the Company and Staff to admit all pre-filed testimony without challenge does not constitute agreement by the Company and Staff that the content of the pre-filed testimony is accurate or that the views of the witnesses should be assigned any particular weight by the Commission. In addition, the resolution of any specific issue in this Settlement Agreement does not indicate the Company and Staff's agreement to such resolution for purposes of any future proceedings.

- 5.6. The rights conferred and the obligations imposed on the Company and Staff by this Settlement Agreement shall be binding on or inure to the benefit of any successors in interest or assignees as if such successor or assignee was itself a signatory party. The Company and Staff agree to cooperate in advocating that this Settlement Agreement be approved by the Commission in its entirety and without modification.
- 5.7. This Settlement Agreement is the product of confidential settlement negotiations. The content of these negotiations, including any documents prepared during such negotiations for the purpose of reaching a settlement, shall be privileged and all offers of settlement shall be without prejudice to the position of the Company and Staff presenting such offer.
- 5.8. This Settlement Agreement may be executed in multiple counterparts, which together shall constitute one agreement.

6. CONCLUSION

6.1. The Company and Staff affirm that the proposed Settlement Agreement will
result in just and reasonable rates and should be approved.

**STAFF OF THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

By: 
Alexander Speidel, Staff Attorney

CONCORD STEAM CORPORATION

By: 
Peter Bloomfield, P.E.
President, Concord Steam Corporation

EXHIBIT

1

CONCORD STEAM CORPORATION
Revenue Requirement

	<u>Reference</u>	<u>Settlement</u>
Rate Base Proposed	p. 5	5,273,417
Rate of Return	p. 7	5.70%
Income Required		300,501
Net Operating Income	p. 3	(234,399)
Revenue Deficiency before Taxes		534,900
Income Tax	p. 2	197,100
Revenue Deficiency		732,000
Pro Forma Revenue Requirement		5,218,528
Increase in Annual Revenue		
Percent Increase - Total Revenues		
Revenue Deficiency		732,000
Test Year Revenues	p.3	4,853,437
Percent Increase		15.08%
Percent Increase - Base Revenues		
Revenue Deficiency		419,016
Test Year Base Revenues		2,744,195
Percent Increase		15.27%
Percent Increase - COE Revenues		
Revenue Deficiency		312,984
Test Year COE Revenues	p.3	2,109,242
Percent Increase		14.84%

CONCORD STEAM CORPORATION
State & Federal Income Tax Computation - Utility Operations

Line No.	Description	Settlement
1	Calculation of State Income Tax	
2	Revenue Deficiency before Taxes	534,900
3	Less: Test Year Loss	<u>(234,399)</u>
4	Operating Income Before Taxes	300,501
5	Tax Gross-up Factor	1.6559
6	Revenue Deficiency	497,601
7	State Income Tax (Note 2)	<u><u>42,296</u></u>
8	Income Subject to Federal Income Tax (income less state tax)	455,305
9	Federal Income Tax	<u><u>154,804</u></u>
10	Total Federal & State Taxes	<u><u>197,100</u></u>

CONCORD STEAM CORPORATION
Operating Income Statement

	CSC	CSC	CSC	Staff	Staff
	Test Year	Adjustments	Pro Forma	Adjustments	Pro Forma
	Test Year	Adjustments	Test Year	Adjustments	Test Year
Revenues					
Base Rate	2,131,573	(296,097)	1,835,476	(972)	1,834,504
Fuel Charge	2,109,242	376,081	2,485,323	8,000	2,493,323
Meter Charge	29,750	(490)	29,260	(145)	29,115
Electricity Sales	94,733	(50,000)	44,733		44,733
Other	488,139	(413,665)	74,474	10,379	84,853
Total Operating Revenues	4,853,437	(384,171)	4,469,266	17,262	4,486,528
		83,314	13,427	96,741.28	
Expenses					
Production - Fuel Costs	2,199,323		2,199,323		2,199,323
Production - Other (sewer, loader, elec, etc.)	1,200,181	22,273	1,222,454	948	1,223,402
Distribution O&M	522,775	(325,672)	197,103	(1,791)	195,312
Customer Accounts Expense	43,031	1,291	44,322		44,322
Sales & New Business	3,137		3,137		3,137
Admin & General Expenses	590,784	40,181	630,965	(10,433)	620,532
Write off uncollectable expense	18,025		18,025		18,025
Depreciation	250,327		250,327		250,327
Amortization	(6,875)		(6,875)		(6,875)
Operating Rents, net	243,704		243,704		243,704
Taxes Other Than Income Taxes - Property	120,940		120,940	-	120,940
Final Audit Report Net Adjustments - Expenses				(148,354)	(148,354)
Total Operating Expenses	5,185,352	(261,927)	4,923,425	(159,630)	4,763,795
Operating Income Before Federal Income Taxes	(331,915)	(122,244)	(454,159)	176,892	(277,267)
State Income Taxes/BET	-	-	-		0
Federal Income Taxes	-		0	-	0
Deferred State Income Tax	-				0
Deferred Federal Income Tax	(42,868)	-	(42,868)		(42,868)
Total Income Taxes	(42,868)	-	(42,868)	-	(42,868)
Operating Income After Federal & State Income Taxes	(289,047)	(122,244)	(411,291)	176,892	(234,399)

CONCORD STEAM CORPORATION
Summary of Income Statement Adjustments

Revenue - CSC Adjustments		(384,170)
Reduced sales related to customers that have terminated service	(38,937)	
Increase sales - Weather normalization (test year warmer than normal)	55,825	
2011 expenses to recovered through the COE	(312,984)	Note 1
	<u>(296,096)</u>	
COE 2011 under recovery as of December 31, 2011	90,081	
2011 Expenses to COE (adjusted for COE under recovery as of 12/31/11)	<u>286,000</u>	
	376,081	
Reduce meter revenue for lost customers	(490)	
Reduce electric revenue - price being paid for electricity lower in 2012	(50,000)	
Revenue from 3 major installation projects for customers in 2011	(413,665)	
Revenue - Staff Adjustments		17,262
2011 test year revenue from lost customers	(972)	
COE revenue for boiler chemicals understated	8,000	
Reduce meter revenue for lost customers	(145)	
Net change resulting from Final Audit Report findings	10,379	
Total Test Year Pro forma Revenue Adjustment - Net Decrease		(366,908)
Operating Expense - CSC Adjustments		(261,927)
Increase in production expenses, normal weather less customer losses	1,322	
Increase in production labor, normal weather less customer losses	<u>20,951</u>	
	22,273	
Outside expense for three customer installation projects	(325,672)	
Increase in production labor rates - 3%	1,291	
A&G increases - 3% salary, 10% insurance & gas, 5% all others	40,181	
Operating Expense - Staff Adjustments		(159,630)
Increased expense for adjusted sales	948	
A & G increases - all others 1.95% (inflation rate)	(10,433)	
Decrease expense - overstated outside expense for customer installations	(1,791)	
Net change resulting from Final Audit Report findings (see p. 3)	(148,354)	
Total Test Year Pro forma Operating Expense Adjustment - Net Decrease		(421,557)
Note 1 Test year expenses transferred to COE		312,984
Water and Sewer charges	214,539	
Ash disposal	24,369	
State Air Permit fees	37,424	
Boiler Chemicals	36,652	

CONCORD STEAM CORPORATION
Average Rate Base

	(Note 1) Total Gas Plant In Service	Accumulated Depreciation	Utility Materials & Supplies A/C 151-154	Prepayments	Deferred Taxes	Deferred Taxes	Customer Deposits	CIAC	Amortization of CIAC	(Total) Net Utility Plant Service
December-07	11,418,663	(5,765,888)	297,665	31,385	(1,156,409)	586,294	-	(671,975)	79,711	4,819,446
January-08	11,424,198	(5,786,060)	286,169	29,055	(1,156,409)	586,294	-	(671,975)	79,711	4,790,983
February-08	11,425,824	(5,806,233)	279,531	19,120	(1,156,409)	586,294	-	(671,975)	79,711	4,755,863
March-08	11,446,654	(5,826,406)	175,236	9,185	(1,156,409)	586,294	-	(671,975)	79,711	4,642,290
April-08	11,465,647	(5,846,579)	145,005	25,884	(1,156,409)	586,294	-	(671,975)	79,711	4,627,578
May-08	11,469,368	(5,866,751)	147,949	15,948	(1,156,409)	586,294	-	(671,975)	79,711	4,604,135
June-08	11,495,886	(5,886,924)	154,044	66,585	(1,156,409)	586,294	-	(671,975)	79,711	4,667,212
July-08	11,534,509	(5,907,097)	144,788	56,490	(1,156,409)	586,294	-	(671,975)	79,711	4,666,311
August-08	11,601,378	(5,927,270)	165,216	46,394	(1,156,409)	586,294	-	(671,975)	79,711	4,723,339
September-08	11,615,319	(5,947,442)	147,613	36,299	(1,156,409)	586,294	-	(671,975)	79,711	4,689,410
October-08	11,665,016	(5,967,615)	162,526	26,204	(1,156,409)	586,294	-	(671,975)	79,711	4,723,752
November-08	11,678,535	(5,987,788)	175,698	16,108	(1,156,409)	586,294	(600)	(671,975)	79,711	4,719,574
December-08	11,737,336	(6,001,809)	210,811	14,536	(1,168,377)	641,131	(600)	(671,975)	89,379	4,850,432
Subtotal	149,978,333	(76,523,862)	2,492,251	393,193	(15,045,285)	7,676,659	(1,200)	(8,735,675)	1,045,911	61,280,325
13 month average	11,536,795	(5,886,451)	191,712	30,246	(1,157,330)	590,512	(92)	(671,975)	80,455	4,713,871
Company Rate Base (13 months)	11,536,795	(5,886,451)	191,712	30,246	(1,157,330)	-	92	(671,975)	80,455	4,123,544

	Company	Staff
Utility Plant in Service (13 month average)	4,123,544	4,713,871
Plus: Working Capital	579,638	559,684
Less: Intangible Property - Organization (13 month average)		(139)
Rate Base	4,703,182	5,273,417

Note 1: Net of Construction Work in Progress.

CONCORD STEAM CORPORATION
Working Capital

	Proformed Test Year
Total O&M & Income Tax - test year (Income Statement)	4,720,927
Less: Depreciation & Amortization (Income Statement)	<u>(243,452)</u>
Net O&M	4,477,475
Monthly Average (Net O&M / 12 months)	373,123
45 day average (1.5 * monthly average)	559,684
Total Working Capital	<u><u>559,684</u></u>

CONCORD STEAM CORPORATION
Overall Rate of Return
Traditional Ratemaking Purposes

<u>Item</u>	<u>Amount</u>	<u>Component Ratio (%)</u>	<u>Component Cost Rate(%)</u>	<u>Weighted Average Cost Rate (%)</u>
Common Stock	\$2,897,396	64%	6.92%	4.44%
Long Term Debt	\$552,762	12%	4.06%	0.50%
Short Term Debt	\$1,062,643	24%	3.22%	0.76%
Total	\$4,512,801	100%		5.70%

EXHIBIT

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EXHIBIT

3

DG 12-242
Concord Steam

DG 12-242
Concord Steam

rev 3/8/13

Report of Proposed Rate Changes
Test Year ending Dec. 31, 2011

Actual sales are not weather normalized, lost customers are removed from data
 Average increase in Usage Rate 18.0% 391,016
 Increase in Energy Charge 18.4% 312,984 shift from usage
 Meter charge increase 27,851
 731,851

Proposed changes of Meter Charges

	Existing	Proposed
Small	10	20
Medium	25	50
Large	40	110
Summer		16

	2012 COE	New COE	Increase in COE
\$/Mlb	\$17.80	\$21.08	18.4%

Effect on customer classes (average customer)

Meter Size	2011		Ave Meter Charge	Ave Usage Charge	COE Charge	Total
	Average use Mlbs/yr	Number of Customers				
Small	170	78	\$ 73	\$ 3,132	\$ 2,815	\$ 6,020
Med	730	79	\$ 210	\$ 12,991	\$ 11,694	\$ 24,895
Large	3800	15	\$ 370	\$ 69,294	\$ 64,476	\$ 134,140
				18.24		

Meter Size	Amount of Increase in annual revenue			
	Meter	Usage	COE	Total
Small	\$ 73	\$ 501	\$ 519	\$ 1,093
Med	\$ 210	\$ 2,338	\$ 2,155	\$ 4,703
Large	\$ 648	\$ 12,612	\$ 11,881	\$ 25,140

Meter Size	Total average annual revenue with increases			
	Meter	Usage	COE	Total
Small	\$ 146	\$ 3,633	\$ 3,334	\$ 7,113
Med	\$ 420	\$ 15,329	\$ 13,849	\$ 29,598
Large	\$ 1,018	\$ 81,906	\$ 76,357	\$ 159,280

Meter Size	% change			
	Meter	Usage	COE	Total
Small	100%	16.0%	18.4%	18.15%
Med	100%	18.0%	18.4%	18.89%
Large	175%	18.2%	18.4%	18.74%

DG 12-242
Concord Steam

REVENUE PROOF

3/14/13

	2011 Total Mlbs/yr	Number of Customers	Total Meter Charge	Total Usage Charge	COE Charge	Total
Small	13,224	78	\$ 5,750	\$ 245,748	\$ 220,823	\$ 472,322
Med	57,354	79	\$ 16,775	\$ 985,882	\$ 957,800	\$ 1,960,457
Large	53,049	15	\$ 5,610	\$ 855,305	\$ 887,470	\$ 1,748,385
subtotal	123,627		\$ 28,135	\$ 2,086,935	\$ 2,066,094	\$ 4,181,164
Other Revenue						\$ 119,207
Total Revenue						\$ 4,300,371

Projected Total		Weather normalized, COE at 17.80/Mlb			
Mlbs/yr		Meter	Usage	COE	Total
13,700	Small	\$ 5,750	\$ 254,595	\$ 243,862	\$ 504,207
59,361	Med	\$ 16,775	\$ 1,020,388	\$ 1,056,625	\$ 2,093,788
54,906	Large	\$ 5,610	\$ 885,241	\$ 977,323	\$ 1,868,173
127,967	Total	\$ 28,135	\$ 2,160,224	\$ 2,277,810	\$ 4,466,169
Other Revenue					\$ 119,207
Total Revenue					\$ 4,585,376

Amount of Increase in annual revenue					
		Meter	Usage	COE	Total
3.07	Small	\$ 4,951	\$ 40,552	\$ 33,511	\$ 79,014
3.28	Med	\$ 14,447	\$ 188,053	\$ 145,197	\$ 347,697
3.06	Large	\$ 8,454	\$ 162,457	\$ 134,300	\$ 305,210
	Total	\$ 27,851	\$ 391,062	\$ 313,007	\$ 731,920

Total annual revenue with increases, weather normalized					
		Meter	Usage	COE	Total
21.50	Small	\$ 10,701	\$ 294,553	\$ 277,373	\$ 583,221
20.36	Med	\$ 31,222	\$ 1,208,441	\$ 1,201,822	\$ 2,441,484
19.08	Large	\$ 14,064	\$ 1,047,697	\$ 1,111,622	\$ 2,173,383
	Total	\$ 55,986	\$ 2,550,691	\$ 2,590,817	\$ 5,198,089
Other Revenue					\$ 119,207
Total Revenue					\$ 5,317,296

% change actual 2011 vs normalized projected				
	Meter	Usage	COE	Total
Small	86%	16.1%	15.2%	16.7%
Med	86%	18.6%	15.2%	17.7%
Large	151%	18.5%	15.1%	17.5%
Total	99%	18.7%	15.1%	17.5%

EXHIBIT

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Issued: _____
Effective: _____

By: _____
Peter Bloomfield, President

Peter Bloomfield 3/14/13 1:56 PM
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Concord Steam Corporation

NHPUC No. 2 Steam
First Revised Pg. No. 4
Superseding Pg. No. 4

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Company making the investment necessary to supply the desired service under the applicable rate. Reference is made to the provisions of the Company's Line Extension Policy hereinafter set forth.

3. Discontinuance and/or Restoration of Service. Service may be discontinued on due notice in accordance with the Rules and Regulations of the Public Utilities Commission whenever the Customer (1) fails to pay and bill for service when dues, or (2) fails to perform any of his obligations to the Company, or (3) the Company deems it necessary to protect itself from fraud. To have service restored after such discontinuance, a charge as stated in the rate schedule and, at the discretion of the Company the payment of a deposit in accordance with section 4.

Service hereunder is subject to all provisions now or hereafter in existence embodied in the enactments, orders, ordinances, rules and regulations of any and all the bodies action with authority whether state, local or federal, and the Customer will adjust his system at any time to bring the same in accordance therewith; and if any such enactments, orders, ordinances, rules or regulations impose burdens upon the Company which, in opinion of the Company, make it unprofitable for the Company to continue to supply of steam, the company shall have the right to discontinue the supply of steam hereunder on reasonable notice to the Customer.

In case the rights and privileges, which the Company now has or may obtain, without additional cost to it, in and through and premises, streets,

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By:
Peter Bloomfield, President

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Concord Steam Corporation

N.H.P.U.C. No. 2 Steam
2nd revised Page No. 10
Superceding 2nd revised Page No. 10

extend its supply pipes and mains on the following basis: it will estimate the annual steam consumption by months of the potential customer(s) and compute the annual bill for steam based upon Steam Service Rate- Classification G including the Energy Cost Adjustment which is in effect for the twelve month projection period during which the potential customer(s) will receive normal service from the Company. If the Company and the customer(s) agree on the extension based on such projection, the Company will construct the extension. The Company will defray the cost of the extension up to the amount equal to the cost of the steam to be purchased by the customer(s) during the twelve-month projection period, and the customer(s) shall defray the balance of such cost. The Company will at its expense furnish the facilities specified in section 7 of the Terms and Conditions of this Tariff.

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NHPUC No. 2 Steam
Concord Steam Corporation

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RATES AND CHARGES

Service classification G (General)

RATES

Usage Rate:

First 500 M (1000) lbs per month	\$ <u>21.50</u> per M lb
All over 500 M lbs up to 2,000 M lbs per month	\$ <u>20.34</u> per M lb
All over 2,000 M lb per month	\$ <u>16.85</u> per M lb

Meter Charge:

For steam service from October through May:

Meter Size

Type A or B	\$ <u>20</u> per month per meter
Type C, D, or E	\$ <u>50</u> per month per meter
Type F, G or Steam Flow	\$ <u>110</u> per month per meter

For steam service from June through September:

All meters \$ 16 per month per meter in service

Cost of Energy:

Rate effective November 1, 2012 \$ 21.08

The Company may adjust monthly cost of energy charge within given range to balance annual charges.

Maximum	\$ 25.29/Mlb
Minimum	\$ 16.86/Mlb

Terms:

Bills will be rendered within the first 15 days of each month for service during the previous month, shall be payable upon presentation and shall bear interest at the rate of 1-1/2% per month from the first of the following month on the unpaid balance.

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Authorized by NHPUC Order #

In Docket # DG 12- 242 Dated

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Peter G. Bloomfield, President

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Concord Steam Corporation

NHPUC No. 2 Steam
3rd Revised Pg. No. 12
Superseding 2nd Revised Pg. No 12

The Calculation of the fuel charge shall be reported each month to the Public Utilities Commission and the charge so reported shall govern the billing for that month, but in no case shall the provisions of this clause apply except on the basis of the report filed with the Public Utilities Commission.

Flat Rate:

A flat unmetered rate may be charged wherever steam usage is low and is furnished for purposes other than space heating. If the appliances specified in the application for service and the probable amount of their use will result in an average consumption of less than 5,000 pounds of steam per month, service will be rendered without metering at a price equal to the bill for 5,000 pounds of steam per month. The Company will, at least once each calendar year, check the appliances and use. If in the Company's estimation the probable use will exceed an average use of 5,000 pounds per month, a meter shall be installed and the meter rate shall be applied.

Turn-On Charge:

When service has been shut off for just cause, the Customer will be charged for restoring service. If steam service has been shut off at the customer's request between October and May, and if the customer subsequently requests that it be turned on again before the end of May, the customer will be charged for restoring service. The minimum service charge will be one hour of service technician's time at the Company's standard charge out rate, which is \$90/hr.

Terms:

Bills will be rendered within the first 15 days of each month for service during the previous month. The bills shall be payable upon presentation and shall bear interest at the rate of 1-1/2% per month from the first of the following month on the unpaid balance.

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in Case # D0112-242 Dated,

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