

NHPUC No. 3 - ELECTRICITY DELIVERY

Unitil Energy Systems, Inc.

SUPPLEMENT NO. 2

TARIFF FOR

ELECTRIC DELIVERY SERVICE

IN THE STATE OF NEW HAMPSHIRE

(Authorized by NHPUC Order No. 25,124 in Docket No. DE 10-055 dated June 29, 2010)

Issued: June 29, 2010
Effective: July 1, 2010

Issued by: Mark H. Collin
Treasurer

SUPPLEMENT NO. 2
TEMPORARY RATES

This Schedule has been deleted.



Authorized by NHPUC Order No. 25,214 in Case No. DE 10-055 dated April 26, 2011

Issued: April 28, 2011
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Issued by: Mark H. Collin
Treasurer

SUMMARY OF DELIVERY SERVICE RATES (Includes Electricity Consumption Tax)

This Schedule has been deleted.



Authorized by NHPUC Order No. 25,214 in Case No. DE 10-055, dated April 26, 2011

SUMMARY OF DELIVERY SERVICE RATES (Includes Electricity Consumption Tax) (continued)

This Schedule has been deleted.



Authorized by NHPUC Order No. 25,214 in Case No. DE 10-055, dated April 26, 2011

***SUMMARY OF LOW-INCOME
ELECTRIC ASSISTANCE PROGRAM DISCOUNTS***

Low-Income Electric Assistance Program (LI-EAP) Discounts for Eligible Customers

This Schedule has been deleted.

Authorized by NHPUC Order No. 25,214 in Case No. DE 10-055, dated April 26, 2011

Issued: April 28, 2011
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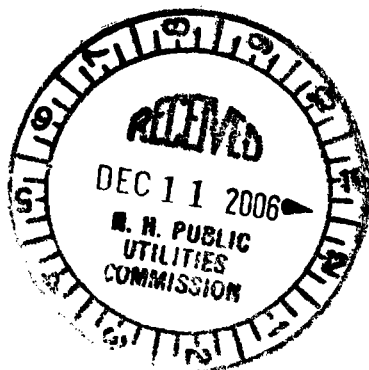
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NHPUC No. 3 - Electricity Delivery
Issued in lieu of NHPUC No. 2 – Electricity Delivery

NHPUC No. 3 - ELECTRICITY DELIVERY

Unitil Energy Systems, Inc.

TARIFF FOR
ELECTRIC DELIVERY SERVICE
IN THE STATE OF NEW HAMPSHIRE



(Authorized by NHPUC Order 24,677 in Case No. DE 05-178, dated October 6, 2006)

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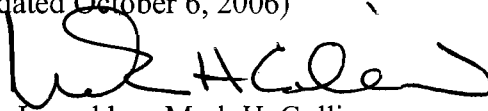

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SUMMARY OF DELIVERY SERVICE RATES (Includes Electricity Consumption Tax)

The effective rates listed below include an Electricity Consumption Tax, assessed in accordance with NH Statute RSA Chapter 83-E. This tax, collected on behalf of the State of NH by each electric utility, is based on kWh consumed. Each bill rendered for electric delivery service shall be calculated through the application of the effective rates as listed below.

Class		Distribution Charge*	External Delivery Charge**	Stranded Cost Charge**	Storm Recovery Adjustment Factor***	System Benefits Charge**** (1)	Total Delivery Charges	Electricity Consumption Tax	Effective Delivery Rates (Incl. Electricity Consumption Tax)
D	Customer Charge	\$10.27					\$10.27		\$10.27
	First 250 kWh	\$0.03603	\$0.02144	(\$0.00018)	\$0.00221	\$0.00330	\$0.06280	\$0.00055	\$0.06335
	Excess 250 kWh	\$0.04103	\$0.02144	(\$0.00018)	\$0.00221	\$0.00330	\$0.06780	\$0.00055	\$0.06835
G2	Customer Charge	\$18.41					\$18.41		\$18.41
	All kW	\$10.31		(\$0.04)			\$10.27		\$10.27
	All kWh	\$0.00199	\$0.02144	(\$0.00004)	\$0.00221	\$0.00330	\$0.02890	\$0.00055	\$0.02945
G2 - kWh meter	Customer Charge	\$13.94					\$13.94		\$13.94
	All kWh	\$0.03410	\$0.02144	(\$0.00018)	\$0.00221	\$0.00330	\$0.06087	\$0.00055	\$0.06142
G2 - Quick Recovery Water Heat and/or Space Heat	Customer Charge	\$6.25					\$6.25		\$6.25
	All kWh	\$0.03272	\$0.02144	(\$0.00018)	\$0.00221	\$0.00330	\$0.05949	\$0.00055	\$0.06004
G1	Customer Charge	\$97.16	Secondary Voltage				\$97.16		\$97.16
	Customer Charge	\$57.58	Primary Voltage				\$57.58		\$57.58
	All kVA	\$6.95		(\$0.05)			\$6.90		\$6.90
	All kWh	\$0.00199	\$0.02144	(\$0.00005)	\$0.00221	\$0.00330	\$0.02889	\$0.00055	\$0.02944
ALL GENERAL	Transformer Ownership Credit (kW/kVa)								(\$0.39)
	Voltage Discount at 4,160 Volts or Over (all kW/kVA and kWh)								2.00%
	Voltage Discount at 34,500 Volts or Over (all kW/kVA and kWh)								3.50%

(1) Includes low-income portion of \$0.00150 per kWh and energy efficiency portion of \$0.00180 per kWh.

* Authorized by NHPUC Order No. 25,915 in Case No. DE 16-384, dated June 28, 2016.
 ** Authorized by NHPUC Order No. 25,928 in Case No. DE 16-668, dated July 27, 2016
 *** Authorized by NHPUC Order No. 25,498 in Case No. DE 13-084, dated April 25, 2013
 **** Authorized by NHPUC Order No. 24,903 in Case No. DE 08-097, dated September 30, 2008

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 Sr. Vice President



SUMMARY OF DELIVERY SERVICE RATES (Includes Electricity Consumption Tax) (continued)

Class	Distribution Charge*	External Delivery Charge**	Stranded Cost Charge**	Storm Recovery Adjustment Factor***	System Benefits Charge****	Total Delivery Charges	Electricity Consumption Tax	Effective Delivery Rates (Incl. Electricity Consumption Tax)
OL					(1)			
All kWh	\$0.00199	\$0.02144	(\$0.00018)	\$0.00221	\$0.00330	\$0.02876	\$0.00055	\$0.02931

Luminaire Charges

Nominal Watts	Lamp Size Lumens (Approx.)	All-Night Service Monthly kWh	Midnight Service Monthly kWh	Description	Price Per Luminaire	
					Per Mo.	Per Year
100	3,500	40	19	Mercury Vapor Street	\$11.28	\$135.36
175	7,000	67	31	Mercury Vapor Street	\$13.65	\$163.80
250	11,000	95	44	Mercury Vapor Street	\$15.67	\$188.04
400	20,000	154	71	Mercury Vapor Street	\$18.94	\$227.28
1,000	60,000	388	180	Mercury Vapor Street	\$39.06	\$468.72
250	11,000	95	44	Mercury Vapor Flood	\$16.79	\$201.48
400	20,000	154	71	Mercury Vapor Flood	\$20.38	\$244.56
1,000	60,000	388	180	Mercury Vapor Flood	\$34.74	\$416.88
100	3,500	40	19	Mercury Vapor Power Bracket	\$11.40	\$136.80
175	7,000	67	31	Mercury Vapor Power Bracket	\$12.81	\$153.72
50	4,000	21	10	Sodium Vapor Street	\$11.51	\$138.12
100	9,500	43	20	Sodium Vapor Street	\$13.14	\$157.68
150	16,000	60	28	Sodium Vapor Street	\$13.20	\$158.40
250	30,000	101	47	Sodium Vapor Street	\$16.91	\$202.92
400	50,000	161	75	Sodium Vapor Street	\$21.70	\$260.40
1,000	140,000	398	185	Sodium Vapor Street	\$38.55	\$462.60
150	16,000	60	28	Sodium Vapor Flood	\$15.44	\$185.28
250	30,000	101	47	Sodium Vapor Flood	\$18.47	\$221.64
400	50,000	161	75	Sodium Vapor Flood	\$21.18	\$254.16
1,000	140,000	398	185	Sodium Vapor Flood	\$38.90	\$466.80
50	4,000	21	10	Sodium Vapor Power Bracket	\$10.54	\$126.48
100	9,500	43	20	Sodium Vapor Power Bracket	\$12.01	\$144.12
175	8,800	66	31	Metal Halide Street	\$17.65	\$211.80
250	13,500	92	43	Metal Halide Street	\$19.32	\$231.84
400	23,500	148	69	Metal Halide Street	\$20.09	\$241.08
175	8,800	66	31	Metal Halide Flood	\$20.62	\$247.44
250	13,500	92	43	Metal Halide Flood	\$22.38	\$268.56
400	23,500	148	69	Metal Halide Flood	\$22.42	\$269.04
175	8,800	66	31	Metal Halide Power Bracket	\$16.42	\$197.04
250	13,500	92	43	Metal Halide Power Bracket	\$17.55	\$210.60
400	23,500	148	69	Metal Halide Power Bracket	\$18.86	\$226.32

(1) Includes low-income portion of \$0.00150 per kWh and energy efficiency portion of \$0.00180 per kWh.

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**SUMMARY OF LOW-INCOME
 ELECTRIC ASSISTANCE PROGRAM DISCOUNTS**

Low-Income Electric Assistance Program (LI-EAP) Discounts for Eligible Customers

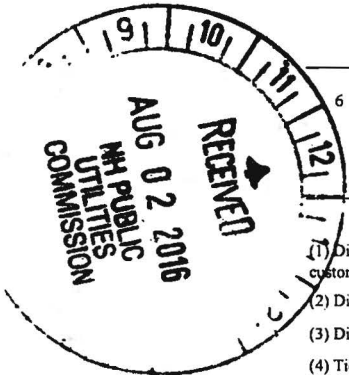
Tier	Percentage of Federal Poverty Guidelines	Discount (5)	Blocks	LI-EAP discount Delivery Only; Excludes Supply	LI-EAP discount Fixed Default Service Supply Only	LI-EAP discount Variable Default Service Supply Only						
				Aug 2016 - Nov 2016 (1)	Aug 2016 - Nov 2016 (2)	Aug-16 (3)	Sep-16 (3)	Oct-16 (3)	Nov-16 (3)			
1 (4)	N/A	N/A										
2	151 - 200	8%	Customer Charge	(\$0 82)								
			First 250 kWh	(\$0 00502)		(\$0.00478)		(\$0.00482)	(\$0 00442)	(\$0 00454)	(\$0 00496)	
			Next 500 kWh	(\$0 00542)		(\$0.00478)		(\$0.00482)	(\$0 00442)	(\$0 00454)	(\$0 00496)	
			Excess 750 kWh	\$0 00000		\$0.00000		\$0.00000	\$0 00000	\$0 00000	\$0 00000	
3	126 - 150	22%	Customer Charge	(\$2 26)								
			First 250 kWh	(\$0 01382)		(\$0 01315)		(\$0 01325)	(\$0 01217)	(\$0 01249)	(\$0 01363)	
			Next 500 kWh	(\$0 01492)		(\$0 01315)		(\$0 01325)	(\$0 01217)	(\$0 01249)	(\$0 01363)	
			Excess 750 kWh	\$0 00000		\$0 00000		\$0 00000	\$0 00000	\$0 00000	\$0 00000	
4	101 - 125	36%	Customer Charge	(\$3 70)								
			First 250 kWh	(\$0 02261)		(\$0 02152)		(\$0 02168)	(\$0 01991)	(\$0 02044)	(\$0 02230)	
			Next 500 kWh	(\$0 02441)		(\$0 02152)		(\$0 02168)	(\$0 01991)	(\$0 02044)	(\$0 02230)	
			Excess 750 kWh	\$0 00000		\$0 00000		\$0 00000	\$0 00000	\$0 00000	\$0 00000	
5	76 - 100	52%	Customer Charge	(\$5 34)								
			First 250 kWh	(\$0 03266)		(\$0 03109)		(\$0 03131)	(\$0 02876)	(\$0 02952)	(\$0 03221)	
			Next 500 kWh	(\$0 03526)		(\$0 03109)		(\$0 03131)	(\$0 02876)	(\$0 02952)	(\$0 03221)	
			Excess 750 kWh	\$0 00000		\$0 00000		\$0 00000	\$0 00000	\$0 00000	\$0 00000	
6	0 - 75	76%	Customer Charge	(\$7 81)								
			First 250 kWh	(\$0 04773)		(\$0.04543)		(\$0.04577)	(\$0 04203)	(\$0 04315)	(\$0 04708)	
			Next 500 kWh	(\$0 05153)		(\$0 04543)		(\$0.04577)	(\$0 04203)	(\$0 04315)	(\$0 04708)	
			Excess 750 kWh	\$0 00000		\$0.00000		\$0.00000	\$0 00000	\$0 00000	\$0 00000	

- (1) Discount calculated using total utility charges from Page 4 (excluding the Electricity Consumption Tax) multiplied by the appropriate discount. These figures exclude default service and are applicable to customers choosing a Competitive Supplier or self-supply. Customers taking default service from the Company would receive these discounts plus the appropriate discount applicable to default service supply.
- (2) Discount calculated using Non-G1 class (Residential) Fixed Default Service Rate multiplied by the appropriate discount. These figures exclude delivery.
- (3) Discount calculated using Non-G1 class (Residential) Variable Default Service Rate, for the applicable month, multiplied by the appropriate discount. These figures exclude delivery.
- (4) Tier 1 was eliminated by Order No. 25,200 in DE 10-192 dated March 4, 2011.
- (5) Discounts effective July 1, 2016 in accordance with Order No. 25-901 in DE 14-078.

Authorized by NHPUC Order No. 25,928 in Case No. DE 16-668, dated July 27, 2016

Issued: July 12, 2016
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Issued By: Mark H. Collin
 Sr. Vice President



SERVICE AREA

The territory authorized to be served by this Company and to which this Tariff applies is limited to areas of the following municipalities:

ALLENSTOWN*	HAMPSTEAD*
ATKINSON	HAMPTON
BOSCAWEN*	HAMPTON FALLS
BOW*	HOPKINTON*
BRENTWOOD*	KENSINGTON
CANTERBURY*	KINGSTON
CHICHESTER*	LOUDON*
CONCORD*	NEWTON
DANVILLE	NORTH HAMPTON*
DERRY*	PEMBROKE*
DUNBARTON*	PLAISTOW
EAST KINGSTON	SALISBURY*
EPSOM*	SEABROOK
EXETER	SOUTH HAMPTON
GREENLAND*	STRATHAM
	WEBSTER*

* Served in Part

The limited areas of said municipalities are shown on maps filed separately with the New Hampshire Public Utilities Commission and are incorporated in this Tariff by reference.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

I. GENERAL

1. Provisions

The following terms and conditions shall be a part of each Rate Schedule of Unitil Energy Systems, Inc. (“Company”) now or hereafter in effect except as they may be expressly modified by contract or a particular Rate Schedule, or superseded by order or regulations of the New Hampshire Public Utilities Commission (“Commission”). If there is a conflict between the orders or regulations of the Commission and these Terms and Conditions, the orders or regulations of the Commission shall govern. The headings used in these Terms and Conditions are for convenience only and shall not be construed to be part of, or otherwise to affect, these Terms and Conditions.

2. Definitions

- A. “Commission” shall mean the New Hampshire Public Utilities Commission.
- B. “Company” shall mean Unitil Energy Systems, Inc.
- C. “Competitive Supplier” or “Supplier” shall mean any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.
- D. “Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.
- E. “Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.
- F. “Default Service” shall mean the service provided to a Customer in accordance with Schedule DS, Default Service, of this Tariff.
- G. “Distribution Company” shall mean an electric company organized under the laws of New Hampshire that provides Distribution Service in New Hampshire.
- H. “Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.
- I. “Electronic Enrollment” shall mean a request submitted electronically to the Company by a Supplier for the initiation of Generation Service to a Customer.
- J. “Force Majeure” shall mean 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, act of public enemy, drought, earthquake, flood, explosion, fire, lighting, 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.
- K. “Generation Service” shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

- L. “Payment Agent” shall mean any third-party authorized by a Customer to receive and pay the bills rendered by the Company for service under this Tariff.
- M. “Rate Schedule” shall mean the Rate Schedules included as part of this Tariff.
- N. “Tariff” shall mean this Delivery Service Tariff and all Rate Schedules, appendices and exhibits to such Tariff.
- O. “Terms and Conditions” shall mean these Terms and Conditions for Distribution Service.

II. DISTRIBUTION SERVICES

1. Rates and Tariffs

A. Schedule of Rates

The Company furnishes its various services under tariffs and/or contracts (“Schedule of Rates”) promulgated in accordance with the provisions of the applicable rules of the New Hampshire Public Utilities Commission and the laws of the State of New Hampshire. Such Schedule of Rates, which includes these Terms and Conditions for Distribution Service, is available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

B. Amendments; Conflicts

The Schedule of Rates may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided by Commission rules and regulations. When effective, all such revisions, amendments, supplements, or replacements will appropriately supersede the existing Schedule of Rates. If there is a conflict between the express terms of any Rate Schedule or contract approved by the Commission and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

C. Modification by Company

No agent or employee of the Company is authorized to modify any provision or rate contained in the Schedule of Rates or to bind the Company to perform in any manner contrary thereto. Any modification to the Schedule of Rates or any promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, 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.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

D. Selection of Correct Rate

The Company shall provide notice regarding its applicable rate schedules annually to all Customers. Pursuant to NHPUC 1203.02(a), upon request of a Customer, the Company will provide information as to what might be the most advantageous tariffed rate or rates available to the Customer. Upon receipt of adequate information concerning rates, selection of the rate is the responsibility of the Customer. Each Customer is responsible for accurately describing their electrical needs and equipment and updating the Company as changes occur. The Company shall have no obligation to monitor a Customer's use to determine whether another rate would be more favorable to the Customer.

The Company shall have the right to inspect a Customer's use of electricity to determine whether the Customer is entitled to be billed under the schedule then being applied to the Customer.

Each Customer is entitled to change from one applicable Distribution Service rate schedule to another upon written application to the Company. Any Customer who has changed from one Distribution Service rate to another may not change again within one (1) year or any longer period as specified in the tariff under which the Customer is receiving distribution service. A change in rate that is requested by the Customer will not produce a retroactive billing adjustment.

2. Obtaining Service from the Company

A. Applying for Service

Applicants may apply for Distribution Service or any other service offered by the Company through any agent or any duly authorized representative of the Company.

B. Method of Application

(1) The Company may require a written application for service on the appropriate Company form at least ten (10) days in advance of the commencement of service. Whether or not a written application for service, signed by the Customer, is received by the Company prior to the taking of service, the use of the Company's service by the Customer shall be deemed a contract between the Customer and the Company subject to and in accordance with all applicable provisions of the Rate Schedule as in effect from time to time.

(2) The Company may accept an oral application by a prospective Customer for residential service. In the event that an oral application for service is received by the Company from an applicant not currently a Customer of Record, for a location where service is scheduled to be disconnected for non-payment or is currently disconnected for non-payment, the Company may request that application be made in writing as a precondition for service. The Company reserves the right to refuse service, at any location, to an applicant who is indebted to the Company for any service furnished to such applicant. However, the Company shall commence service if the applicant has agreed to a reasonable payment plan.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

- (3) The Company may accept oral application by a prospective Customer for non-residential service. When a written application for non-residential service is required, the Company may provide service temporarily for an interim period not to exceed ten (10) working days, pending the receipt of a duly executed written application for service.
- (4) All applicants must be of legal age or an emancipated minor to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided.
- (5) Landlords signing up for service to rental units are required to provide a contact telephone number and non-post office box contact mail address as a condition for service.

C. Description of Service Offered

Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be required, and any other pertinent information requested by the Company, the Company will provide information required pursuant to Section 1.D, Selection of Correct Rate, and will also advise the Customer of the type and character of the service it will furnish, of the applicable schedule under which service will be provided, of the point at which service will be delivered and, if requested, of the location of the Company's metering and related equipment.

D. Customer Obligations

The Customer shall have the following obligations with respect to electric distribution service rendered:

(1) Liability for Service:

Before receiving service, the Customer shall notify the Company in order that the Company may read the meter. Otherwise, the Customer will be held financially responsible for service supplied from the time of the last meter reading as shown by the Company's records. The Customer's financial responsibility for service rendered shall continue until notice is received by the Company in conformance with NHPUC 1203.10.

(2) Use of Electricity on Premises:

Service shall be used upon the premises to which it is delivered. The Customer shall not sell, assign or otherwise directly or indirectly dispose of it to others except through its inclusion in a fixed rent, or through an unmetered sharing of expense arrangement where two or more businesses jointly utilize the same premises and service is rendered through a single service connection and meter.

(3) Notice of Needed Increase in Capacity:

The Customer shall give the Company reasonable advance notice, in writing, of any proposed increase in the amount of electricity required, stating the amount,

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

character and expected duration of time the increased amount will be required. If such increase necessitates added or enlarged facilities for the sole use of the Customer, the Company may require the Customer to make a reasonable contribution to the cost of adding or enlarging its facilities whenever the Customer fails to give assurance, satisfactory to the Company, that the increased amount shall be of sufficient duration to render the supply thereof reasonable compensation to the Company.

(4) Fluctuating Loads:

Customers contemplating the installation or use of any equipment, such as resistance type welders, certain induction motor applications, or large UPS systems which have a rapidly fluctuating load cycle, must consult with the Company in each instance to ensure that service to other Customers will not be impaired thereby.

(5) Balance of Three Phase Service:

When a Customer's equipment is of such a type, or when the magnitude of a Customer's load is such that the Company desires or is required to furnish three phase electric service, upon notification by the Company to the Customer of such decision to furnish three phase service, the Customer shall, at the Customer's expense, install or convert his entrance equipment to make such service possible and the Customer shall balance the current on each phase in a manner satisfactory to the Company.

(6) Balance of Single Phase Loads:

The Customer will be responsible for balancing the current between the two (2) voltage carrying conductors in a manner satisfactory to the Company.

(7) Partial Power:

The Customer is responsible for protecting his equipment against loss of voltage to one or more of his service conductors.

(8) Parallel Operation:

The Customer shall at no time operate any other source of electricity supply in parallel with the service furnished by the Company except with the written consent of the Company.

(9) Safety Requirements:

The Customer's wiring and equipment shall at all times conform to the requirements of all constituted authorities having jurisdiction and to those of the Company, and the Customer shall keep the same in proper repair as a condition of continuing supply.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

(10) Selection of Supplier by a Customer:

Any Customer requesting or receiving Delivery Service under this Tariff is responsible for selecting or changing a Supplier. The Company shall process a change in or initiation of Generation Service within two business days of receiving a valid Electronic Enrollment from a Supplier. The Supplier must satisfy all the applicable requirements of this Tariff and the Commission's rules prior to the commencement of Generation Service. The date of change in, or initiation of, Generation Service shall commence upon the next meter reading date for the customer provided the Company receives and successfully processes the Electronic Enrollment at least two business days prior to the regularly scheduled meter reading cycle date for the Customer.

(11) Termination of Generation Service

To terminate Generation Service from a particular Supplier, a Customer may either have the Supplier of record send to the Company a "Supplier Drops Customer" transaction, in accordance with the Terms and Conditions for Energy Service Providers section of this Tariff, or request Generation Service from an alternative Supplier. Generation Service from the Supplier of record shall terminate on the next meter read date provided the Company has received either a valid "Supplier Drops Customer" notice from the Supplier of record or a valid Electronic Enrollment from a new Supplier at least two business days prior to the regularly scheduled meter read date.

E. Term of Customer's Obligation to Company

Each Customer shall be liable for service taken until such time as the Customer requests termination of Distribution Service and a final meter reading is recorded by the Company. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. In the event that the Customer of Record hinders the Company's access to the meter or fails to give notice of termination of Distribution Service to the Company, the Customer of Record shall continue to be liable for service provided until the Company either disconnects the meter or a new party becomes a Customer of the Company at such service location. The Customer shall be liable for all costs incurred by the Company when the Customer prevents access to the Company's equipment.

3. Security Deposits

A. Non-Residential Accounts

To protect against loss, or before rendering or restoring service under Section 6, the Company will require a deposit from all non-residential Customers in accordance with NHPUC 1203.03. The maximum amount of any security deposit required shall not exceed the estimated charge for Distribution Service for a period of two (2) high use months (the highest use month will not be used to determine the amount of the deposit) or \$10.00, whichever is greater. For Customers who are receiving Default Service, the

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

estimated charge for a period of two (2) high use months for these services will be added to the estimated charge for Distribution Service as determined above, when calculating the amount of the security deposit required. The Company may refuse to render service to all non-residential Customers for failure to make a deposit, in accordance with NHPUC 1203.03.

B. Residential Accounts

- (1) New Residential Service Pursuant to the provisions of NHPUC 1203.03(a), the Company may require a security deposit on a new residential account when:
 - (a) Service will be temporary, seasonal or transient, however, if the Customer has not been delinquent in his accounts for Distribution Service for a period of six (6) months, no deposit may be required.
 - (b) The Customer has an undisputed overdue balance, incurred within the last three (3) years, on a prior Distribution Service account which remains unpaid within thirty (30) days prior to application for a similar type of service.
 - (c) When any distribution company has successfully obtained a judgment against the Customer during the past two (2) years for non-payment of a delinquent account for service.
 - (d) When any similar type utility has disconnected the Customer's service within the last three (3) years because the Customer interfered with, or diverted, the service of the company situated on or about the Customer's premises.
- (2) Existing Residential Service: Pursuant to the provisions of NHPUC 1203.03(e), the Company may require a deposit on an existing residential account when:
 - (a) The Customer has received four (4) disconnect notices for non-payment within a twelve (12) month period.
 - (b) The service has been disconnected for non-payment or a delinquent account.
 - (c) The Customer interfered with or diverted the service of the Company situated on or delivered on or about the Customer's premises.
 - (d) The Customer has filed for bankruptcy and included the Company as a creditor under the filing and the filing has been accepted. Any such deposit requirement shall be in accordance with 11 U.S.C. §366.
- (3) If the Company requires a security deposit, the Company shall inform the Customer, orally and in writing, of the option to provide a third party guarantee in lieu of a deposit pursuant to the provisions of NHPUC 1203.03.
- (4) The Company shall not require a residential deposit based on the customer's income, home ownership, race, color, creed, gender, marital status, age with the exception of unemancipated minors, national origin, or disability.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

- (5) The Company may refuse to render service to any residential Customers for failure to make a deposit, in accordance NHPUC 1203.03.

C. Termination of Service

The Company may terminate a Customer's Distribution Service if a security deposit, authorized by Sections 3.A and 3.B, above, is not made in accordance with the provisions outlined in NHPUC 1203.03.

D. Refund of Deposit; Interest

Interest shall be paid on cash deposits from the date of deposit at the rate prescribed by the New Hampshire Public Utilities Commission. When a deposit has been held longer than twelve (12) months, interest shall be paid to the Customer or credited to the Customer's current bill not less than annually. Deposits plus accrued interest thereon, less any amount due the Company, will be refunded within sixty (60) days of termination of service or when satisfactory credit relations have been established over at least twelve (12) consecutive months for a residential Customer and twenty-four (24) consecutive months for a non-residential Customer.

4. Service Supplied

A. Customer Delivery Point and Metering Installation

- (1) Except as noted herein, the Company shall furnish and install, at locations it designates, one or more meters for the purpose of measuring the electricity delivered. The Company may at any time change any meter it installed. Except as specifically provided by a given rate, all rates in the Schedule of Rates are predicated on service to a Customer at a single Customer Delivery Point and metering installation. Where service is supplied to an account at more than one delivery point or metering installation, each single point of delivery or metering installation shall be considered to be a separate account for purposes of applying the Schedule of Rates, except (a) if a Customer is served through multiple Customer Delivery Points or metering installations for the Company's own convenience; or (b) if otherwise approved by the Commission, or (c) if the Customer applies to the Company and the use is found to comply with the availability clauses in the Schedule of Rates.
- (2) Any new or renovated domestic structure with more than one (1) dwelling unit will be metered separately and each meter will be billed as an individual Customer (NHRSA 155.D and Section 505.1 NH Energy Code). Where a business enterprise, occupation or institution occupies more than one unit or space, each unit or space 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 units.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

B. Conditions for Customer Payment

The Company reserves the right to reject any application for Distribution Service if the amount or nature of the service applied for, or the distance of the premises to be served from existing suitable transmission or distribution facilities, or the difficulty of access thereto is such that the estimated income from the service applied for is insufficient to yield a reasonable return to the Company, unless such application is accompanied by a cash payment or a guarantee of a stipulated revenue for a definite period of time, or both, at the option of the Company, satisfactory to the Company in the exercise of reasonable judgment. The Company will provide a cost estimate for the requested service based on current policies for the line and service extension, as stated in Appendix B. A written cost estimate, sufficient to justify all expenses to be charged to the Customer, shall be provided to the Customer upon request.

C. Unusual Load Characteristics

The Company may, in the exercise of reasonable judgment, refuse to supply service to loads having unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel. In lieu of such refusal, the Company may require a Customer to install any necessary operating and safety equipment in accordance with requirements and specifications of the Company provided such installation does not conflict with applicable electrical code, and Federal, State or Municipal law.

D. Temporary Use

Where Distribution Service under the Schedule of Rates is to be used for temporary purposes only, the Customer may be required to pay the cost of installation and removal of equipment required to render temporary Distribution Service. Payment of such costs of installation and removal of equipment shall be required in advance of any construction by the Company. If any such installation presents unusual difficulties as to metering the service supplied, the Company may estimate consumption for purposes of applying the Schedule of Rates. Unless otherwise approved by the Company in writing, temporary Distribution Service shall be defined as installations intended for removal within a period not to exceed twelve (12) months.

E. Power Factor

Except as may otherwise be provided in a specific rate, a Customer taking service is expected to maintain a power factor of not less than 90%. After reasonable notice to the Customer to correct a poor power factor service characteristic, the Company will base the Customer's demand used for billing purposes on 90% of the Customer's maximum measured kVA demand. The Company shall have the right to install the required metering equipment as may be necessary from time to time to properly determine the power factor of the load served.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

5. Billing and Metering

A. Billing Period Defined

The basis of all charges is the billing period, defined as the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings. The standard billing period is thirty (30) days. Bills for Distribution Service will be rendered monthly.

B. Bills; Time of Payment

Unless otherwise specified, bills of the Company are payable upon receipt and may be paid at any business office of the Company or at any authorized collector or agent. Bills shall be deemed paid when valid payment is received at any of these identified payment locations. Bills shall be deemed rendered and other notices duly given when delivered personally to the Customer or three (3) days following the date of mailing to the mailing address, or to the premises supplied, or the last known address of the Customer. The telephone number of the Company's Customer Service Center or Competitive Supplier if applicable shall appear on each residential bill rendered by the Company. A statement that customers should call the NHPUC's Consumers Affairs Division for further assistance after first attempting to resolve any dispute with the Company or Competitive Supplier should also be included on each residential bill. Customer payment responsibilities with Competitive Suppliers shall be governed by the particular Customer/Competitive Supplier contract.

C. Past Due Bills

Unless otherwise stated in a Rate Schedule, each bill for Distribution Service shall be due by the date included on the bill, generally twenty-five (25) days from the date postmarked on the bill. Bills paid after the due date will be subject to interest charges in accordance with NHPUC 1203.08 and Section 5.E below.

D. 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.

E. Interest on Past Due Accounts

Unless otherwise stated in a Rate Schedule, bills for which valid payment has not been received within twenty-five (25) days from the postmark date shall be considered past due and accrue interest on any unpaid balance, including any outstanding interest charges.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

Such interest rate shall be determined in accordance with NHPUC 1203.08. Such interest charge shall be paid from the date thereof until the date of payment.

F. Billing for Generation Service

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Default Service.

The Company shall offer two billing service options to Competitive Suppliers providing Generation Service to Customers: A) Standard Bill Service; and B) Consolidated Bill Service, as set forth in the Terms and Conditions for Competitive Suppliers, Section III.6.A. and III.6.B. The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI Working Group Report.

G. Generation Source

The Company shall reasonably accommodate a change from Default Service or Generation Service to a new Competitive Supplier in accordance with the rules as developed by the EDI working group.

H. Actual Meter Readings; Estimates

The Company shall make an actual meter reading at least every third billing period. If a meter is not scheduled to be read in a particular month, or if the Company is unable to read the meter when scheduled, or if the meter for any reason fails to register the correct amount of electricity supplied or the correct demand of any Customer for a period of time, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read or is not registering properly, based on available data, and such estimated bills shall be payable as rendered.

I. Optional Customer Meter Readings

Any Customer who would otherwise receive an estimated bill pursuant to Section 5.H, above, may elect to receive a bill based on a Customer meter reading by reading his/her meter on the date prescribed by the Company, and completing and returning a postcard, furnished by the Company, within the prescribed time.

J. Constant Use Installation

The Company may calculate rather than meter the kilowatt demand and kilowatt-hours used by any installation for which the demand and hours-use are definitely known.

K. Determination of Customer's Demand

Where a rate requires determination of maximum demand, it shall be determined by measurement or estimated as provided by the rate or where applicable by the provisions of the following paragraphs of this section.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

- (1) When measured, the demand shall be based upon the greatest rate of taking service during a fifteen (15) minute interval except that it may be based upon a shorter interval when of an instantaneous or widely fluctuating character.
- (2) When the nature of the load served 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 service, or the minimum load limiting device rating necessary to permit continuous uninterrupted service. In all such instances, the Company will document the basis of demand determination.

L. Access to Meters

A properly identified and authorized representative of the Company shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing the Company's meters, meter reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with the applicable laws of the State of New Hampshire, rules and regulations of the Commission, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

M. Diversion and Meter Tampering

If a Customer receives unmetered service as the result of any tampering with the meter or other Company equipment, the Company shall take appropriate corrective action including, but not limited to, making changes in the meter or other equipment and rebilling the Customer. The Customer may be held responsible to the Company for the receipt of Distribution Service not registered on the meter.

N. Returned Check Fee

The Company may assess a returned check fee pursuant to Section 10, below, to any Customer whose check made payable to the Company is dishonored by any bank when presented for payment by the Company. Receipt of a check or payment instrument that is subsequently dishonored shall not be considered valid payment.

O. Collection of Taxes

The Company shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to the delivery of electricity. The Customer shall be responsible for identifying and requesting any exemption from the collection of the tax by filing appropriate documentation with the Company.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

6. Discontinuance of Service

A. Grounds for Discontinuance

The Company may discontinue Distribution Service and/or remove its equipment from any Customer's premises if the Customer has provided the Company with materially incorrect information or fails to comply with the provisions of the Schedule of Rates or any supplementary or other agreement entered into with the Company, subject to any applicable billing and termination procedures of the Commission. The Company may also discontinue Distribution Service and remove its equipment from the Customer's premises in case of violation of any applicable state law, local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge pursuant to Section 10, below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

B. Discontinuance for Unsafe Installation

The Company reserves the right to disconnect its Distribution Service at any time without notice, or to refuse to connect its service, if to its knowledge or in its judgment the Customer's installation is unsafe or defective or will become unsafe imminently. Distribution Service may not be resumed until the local wiring inspector approves the installation. The Company shall make a reasonable effort to notify each Customer prior to such discontinuance of Distribution Service, and in any event shall provide written notice to the Customer of the reason for discontinuance of service and the actions required for resumption of service.

C. Customer Notice of Termination

The Customer shall be responsible for all charges for service furnished by the Company under the applicable rates as filed from time to time with the Commission, from the time service is started until it is finally terminated. A Customer who gives at least three (3) business days notice of termination will not be held responsible for charges for service furnished after the requested termination date unless, through fault or neglect of such Customer, the Company is unable to terminate the service, or the Customer is a landlord and the Company is required to comply with the billing and termination regulations of the Commission.

7. Customer's Installation

A. Permits

The Company shall make application within a reasonable time period for any necessary location or street permits required by public authorities for the Company's lines, poles, and other apparatus. The Company shall make Distribution Service available within a reasonable time after such permits are granted. The applicant for Distribution Service shall obtain all other permits, inspections, reports, easements, and other necessary approvals and submit them in writing to the Company. The Company shall not be required to commence or continue service unless and until the Customer has complied

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

with all valid requirements of any governmental authority and any Company requirement approved by the Commission regarding the use of electricity on the premises (i.e.; certificate, permit, license, or right-of-way). The subsequent termination of any valid regulatory or Company requirements for such Distribution Service shall terminate any contract then existing for such service without any liability on the Company for breach of such contract or failure to furnish Distribution Service.

B. Notice of Equipment Changes

The Customer shall notify the Company in writing before making any significant change in the Customer's electrical equipment if the change could affect the capacity or other characteristics of the Company's facilities required to serve the Customer. The Customer shall be liable for any damage to the Company's facilities caused by any addition or change if made without prior notification to the Company. The Company shall provide annual information to its Customers on general types of additions or changes to the Customer's electrical equipment that could affect the capacity or other characteristics of the Company's facilities.

C. Interconnection Standards for Generating Facilities

Any Customer planning to operate a generating facility and connect it 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 electrical 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 requirements contained in the Company's "Interconnection Standards for Inverters Sized Up to 100 KVA", as approved by the Commission. The Standards provide information on the application process, time-lines and technical requirements and are available at the Company's web site at www.unitil.com. For all other generating facilities, the Company must be contacted for site specific interconnection requirements prior to interconnecting the generating facilities with the Company's facilities.

Authorized by NHPUC Order No. _____ in Case No. DE _____ dated _____

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

D. Suitability of Equipment

All of the Customer's apparatus shall be suitable for operation with the service supplied by the Company. The Customer shall not use the service supplied for any purpose, or with any apparatus, that would cause a disturbance to any part of the Company's system sufficient to impair the service rendered by the Company to its other Customers.

E. Distribution Service from Outside Service Territory

A Customer may not receive Distribution Service from an entity other than the Company with the exclusive obligation to serve within the Company's service territory without, in each case, obtaining the prior written consent of the Company, and complying with all applicable safety and siting requirements.

F. Qualifying Small Power Producer or Cogeneration Facility

Any Customer who owns a qualifying small power production or cogeneration facility (QF) (as defined in the Public Utility Regulatory Policies Act, Section 210) or Limited Electrical Energy Producer (as defined in NHRSA 362-A) will be billed for Distribution Service upon the rate that would otherwise apply if the Customer had no generating capacity. This service will apply whether or not service is provided to the QF under an arrangement of "simultaneous purchase and sale" or "net purchases or sale" or "internal use only" as defined below.

Authorized by NHPUC Order No. _____ in Case No. DE _____ dated _____

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

- (1) *Simultaneous purchase and sale* is an arrangement whereby a QF's entire output is considered to be sold to the utility, while power used internally by the QF is considered to be simultaneously purchased from the Company through Default Service or from a Competitive Supplier.
- (2) *Net purchases or sale* is an arrangement whereby output of a QF is considered to be used to the extent needed for the QF's internal needs, while any additional power needed by the QF is purchased from the Company through Default Service or from a Competitive Supplier, or any surplus power generated by the QF is sold to the Company as surplus.
- (3) *Internal use only* is an arrangement whereby output of the QF is used entirely for internal needs. The Customer's meter is dentated, to stop the meter from going backwards in case of any inadvertent flow into the Company's System.

G. Inspection of Customer's Premises

The Company reserves the right to make an inspection of the Customer's premises before rendering service in order to see that its rules are complied with. Neither by inspection or non-rejection of service, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wiring, appliances or devices which utilize electricity and are owned, installed or maintained by the Customer or leased by the Customer from third parties.

8. Company's Installation

A. Information and Requirements for Distribution Service

Upon request, the Company shall furnish to any person detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Information and Requirements Booklet, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

B. Interference with Company Property

All meters, services, and other electric equipment owned by the Company, regardless of location, shall be and will remain the property of the Company; and no one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain such property. The Customer shall not interfere with or alter the meter, seals or other property used in connection with the rendering of service or permit the same to be done by any person other than the authorized agents or employees of the Company. The Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances beyond the Customer's control. Such property shall be installed at points most convenient for the Company's access and service and in conformance with public regulations in force from time to time. The costs of relocating such property shall be borne by the Customer when done at the Customer's request, for

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer.

C. Protection of Company's Equipment

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, barriers, and foundations for the protection of the equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or the Company. If the Customer refuses, the Company may at its option charge the Customer for furnishing and maintaining the necessary protection of the equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Company's specifications and approval.

D. Meter Accuracy

The Company shall maintain the accuracy of all metering equipment installed pursuant hereto by regular testing and calibration in accordance with recognized standards and NHPUC rules. A Customer may ask the Company to test the accuracy of any of its metering equipment installed upon the Customer's premises. Any such test shall be conducted according to the standards as established by the Commission. The Company may require the deposit of a fee of not more than \$20.00 for such a test in accordance with NHPUC rules. If the meter does not register accurately upon subsequent testing, the assessed fee will be returned to the Customer.

E. Unauthorized Use or Unsafe Conditions

If the Company finds an unauthorized use of electricity, the Company may make such changes in its meters, appliances, or other equipment or take such other corrective action as may be appropriate to ensure only the authorized use of the equipment and the Company's installation, and also to ensure the safety of the general public. Upon finding an unauthorized use of electricity, the Company may terminate the service and assess reasonable estimated service charges as well as all costs incurred in correcting the condition. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the Company or the Customer, or to limit in any way any legal recourse which may be open to the Company.

F. Company's Rights as to Customer's Premises

The Company shall have the following rights with regards to Customer premises:

- (1) Right to Install Facilities on Premises of Customer: The Company shall have the right to install and maintain its distribution facilities upon the Customer's premises without charge for the purpose of furnishing service to the Customer and also for the purpose of serving Customer(s) on nearby land(s). If the Customer desires to have such facilities relocated or removed, the Company will do so at the Customer's expense.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

- (2) Access to Company Equipment: The Company shall have free and safe access to its equipment located on the Customer's premises at all times, and the Customer shall authorize and/or obtain his landlord's permission for such access. If the Company is denied free access to said property, the equipment shall be relocated at the Customer's expense. The Customer shall not knowingly permit access to Company's equipment except by authorized employees of the Company.

9. Company Liability

A. Emergency Interruption of Service

Whenever the Company reasonably believes the integrity of the Company's system or the supply of electricity to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company, may in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage, and such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use reasonable efforts under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.

B. Planned Interruption of Service

The Company may, in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage for the purposes of planned maintenance, installation or replacement. When such curtailment is necessary, the Company shall conduct such work at a time causing the minimum inconvenience to customers consistent with the circumstances. The Company shall, if practical, notify customers in advance that might be seriously effected by interruptions to service. The Company will provide notice to any customer of whom it is previously aware who would encounter a potentially life-threatening situation as a result of the planned interruptions. A potentially life-threatening situation for this purpose shall include life support equipment or other potentially life-threatening medical situations. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect.

C. Non-Performance Due to Force Majeure

The Company shall be excused from performing under the Schedule of Rates and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises, or by loss, diminution, or impairment of electrical service from its generating plants or suppliers or the systems of others with which it is interconnected, or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches, or other equipment necessary for electric distribution, or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor difficulty, act of God, or public enemy,

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use reasonable efforts under the circumstances to overcome such cause and to resume full service.

D. Disclaimer of Warranties

Neither by inspection nor non-rejection nor in any other way does the Company give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. The Company shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of the Company's service, conductors, appurtenances or other equipment on the Customer's premises.

E. Customer Equipment

The Customer assumes full responsibility for the proper use of electricity distributed by the Company and for the condition, suitability, and safety of any and all wires, cable, devices or appurtenances energized by electricity on the Customer's premises or owned or controlled by the Customer that are not Company property. The Customer shall indemnify and keep harmless the Company from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgments for injuries to or deaths of persons or damage of any kind whether to property or otherwise, arising directly or indirectly by reason of (1) the routine presence in or use of electricity over the wires, cables, devices or appurtenances owned or controlled by the Customer, or (2) the failure of the Customer to perform any of his or her duties and obligations as set forth in the Schedule of Rates where such failure creates safety hazards, or (3) the Customer's improper use of electricity or electric wires, cables, devices, or appurtenances. Except as otherwise provided by law, the Company shall be liable for damages claimed to have resulted from the Company's conduct of its business only when the Company, its employees or agents have acted in a grossly negligent, or intentionally wrongful manner.

F. Limitation of Liability

The Company shall not in any event except that of its own willful default or willful neglect, be liable to any party for any direct, consequential, indirect or special damages, whether arising in tort, contract or otherwise, by reason of any services performed or undertaken to be performed, or a actions taken by the Company, or its agents or employees, under the Schedule of Rates or in accordance with or required by law, including, without limitation, termination of the Customer's service.

G. Unauthorized Switching of Suppliers

The Company is not responsible for any loss or damage (direct, indirect or consequential) to any persons resulting from the Company's processing of an unauthorized Electronic Enrollment received from a Supplier.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

10. Schedule of Charges

The Company reserves the right to impose reasonable fees and charges approved by the Commission. Said fees and charges shall be set forth in Appendix A to these Terms and Conditions, as on file with the Commission.

11. Line Extension Policy

The Company's line extension policy is included in Appendix B.

III. GENERATION SERVICES

1. Generation Service

The Company shall not provide Customers with Generation Service as defined in Section I.2.K. of this Tariff.

2. Default Service

The Company shall provide Customers with Default Service as defined in Section I.2.F. of these Terms and Conditions, in accordance with Schedule DS, Default Service, and in conjunction with the applicable Rate Schedule for Delivery Service.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX A
SCHEDULE OF FEES AND CHARGES FOR DISTRIBUTION SERVICE PURSUANT TO
SECTION II.10.*

<u>Description</u>	<u>Charge</u>
Interest on Past Due Accounts:	1% per month – Domestic Schedule D 1 ½% per month – General Schedule G N/A – Outdoor Lighting Schedule OL
Returned Check Fee:	\$5.00 or the administrative cost of recovery whichever is greater (NHPUC 1203.08)
New Account or Name Change on Existing Account:	\$5.00
Account Restoration Charge:	Per visit to Customer’s premises for establishing or re-establishing service: a) During normal business hours: \$18.00 b) Outside normal business hours: \$36.00
Unscheduled Meter Read Charge:	Per unscheduled meter read to terminate Default Service a) During normal business hours: \$18.00 b) Outside normal business hours: \$36.00
Loss of Service Investigation:	If at the request of a Customer, the Company is required to investigate any loss of electric service at the Customers’ premises, a charge will be made for each such investigation unless the trouble is directly attributable to the Company’s apparatus or method of operation

* All charges applicable to all rates unless noted and subject to change with Commission approval. Additional charges may be filed regarding fees and charges associated with retail access.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B

LINE EXTENSION POLICY

I. PERMITS TO INSTALL ELECTRIC FACILITIES

The Company shall apply for any necessary permits in accepted public ways and shall not be required to supply service until a reasonable time after such permits are granted. All other necessary permits or rights shall be obtained by the Customer at Customer's expense.

II. OVERHEAD SERVICES

The Company will provide the wires or cable required to conduct electricity from its distribution system to the Customer's structure or other point of use on Customer's premises, hereinafter called Overhead Service, subject to the Tariff provisions for Extensions of Electric Distribution Lines, Appendix B, Section IV. The Customer shall provide at Customer's expense for the end of the Overhead Service, a point of attachment at Customer's structure or other point of use which is adequate to permit proper clearance and support and approved by the Company.

III. UNDERGROUND SERVICE

Underground service will be installed, maintained and repaired in accordance with the provisions of this section:

1. Introduction: The provisions hereof with respect to payments by Customers and/or developers to the Company on account of the cost of installing and maintaining underground distribution facilities are established in recognition of the fact that the rates of the Company are based upon the costs of service utilizing overhead electric distribution facilities.
2. Definition: Underground electric distribution facilities (hereinafter called Underground) shall consist of primaries, secondaries, Customer services to the meter or the transformer as the case may be, and associated equipment, excluding conduits, placed underground together with appropriate transformer and/or switching equipment.
3. Installation Obligation: Underground will be provided upon request or where required by the law at the rates set forth in this Tariff in accordance with the provisions of this section only when installed in accordance herewith and where feasible and practicable. The undertakings of the Company hereunder are subject to the orderly scheduling of construction projects, and normal availability of manpower.
4. Ownership and Maintenance: The Company hereby accepts the obligation of maintaining, repairing and replacing all Underground heretofore installed to the Company's specifications and will own all Underground hereafter installed by the Company or under its supervision in accordance with its specifications the cost of which has been or is paid in whole or in part by the Company; provided, however, (a) that in the case of making repairs to Underground on a Customer's premises the Company's

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

responsibility with respect to restoration of the premises shall be limited to restoring the premises to grade; and (b) if maintenance, repair or replacement of underground on the Customer's premises is required as a result of digging done by the Customer or Customer's agent, the entire cost thereof including the cost of excavating and backfilling shall be paid by the Customer.

5. Underground Service at Customer's Request: When requested by a Customer, the Company will install an underground service from an existing overhead distribution system. In the case of the first service to the premises, the Customer shall pay to the Company the difference between the estimated cost of an overhead service and the cost of an underground service and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company. In the case of replacement of an existing overhead service, the Customer shall pay the entire cost of installing an underground service unless the existing service is inadequate to meet the Customer's load, in which event the cost of such Underground service shall be shared as in the case of first service.
6. Extension of Distribution System: When by valid law or when requested by a Customer or a developer, an extension of a distribution system is required to be Underground, the Company will provide funds to cover the cost thereof utilizing above ground pad-mounted distribution transformers; and whenever the cost of such Underground construction is in excess of the cost of overhead construction the Customer(s) or the developer, as the case may be, shall pay to the Company the amount of such differential; provided however, that the foregoing shall be subject to the provisions of Appendix B, Section IV. When a new Customer desires service from an existing Underground distribution system, the Customer shall pay the excess of the cost of (a) the underground service to the meter or the transformer as the case may be, over (b) an overhead service.
7. Conversion of Overhead Distribution Facilities: Except as provided in Appendix B, Section III.5., when it is required by law that existing overhead distribution facilities be converted to Underground, the Customer(s) served by such Underground shall pay monthly charges in addition to bills rendered in accordance with the rates of the Company now or hereafter in effect, in an aggregate amount equal to (a) the fixed charges on the cost of such Underground minus the fixed charges on the replaced overhead distribution facilities plus (b) such amount as may be required to amortize over a reasonable period of time the remaining investment in the overhead distribution facilities replaced by Underground.

IV. EXTENSIONS OF ELECTRIC DISTRIBUTION LINES

Subject to the provisions for underground service, the Company will make extensions of its electric distribution lines to service new Customers within its service territory in accordance with the following terms and conditions:

1. Extension of Single-Phase Lines Without Payment or Surcharge by Customer: The Company will extend its existing distribution lines to Residential and General Service Classification Customers for one pole and anchor without any payment or surcharge other

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

- than those contained in its rate schedules provided the total extension does not exceed three hundred (300) feet per Customer excluding normal service drops.
2. Payment by Customer for Single-Phase Line Extensions along Public Ways: Single-phase line extensions which exceed the maximum provided for in Appendix B, Section IV.1, but are less than 5,280 feet per Customer will be made with overhead construction along public ways provided the applicant satisfies the Company as to his credit or furnishes reasonable security for the performance of an agreement which shall first be executed and which shall include the following provisions:
 - A. A monthly surcharge of \$8.00 per one hundred (100) feet of extension in excess of maximum provided for in Appendix B, Section IV.1.
 - B. This surcharge shall apply for a period of sixty (60) consecutive months unless sooner terminated because the average extension per Customer served becomes equal to or less than three hundred (300) feet.
 - C. The original applicant shall remain responsible for his successors' assumption of the remaining surcharge obligation until those successors, which are acceptable to the Company, sign an agreement for such with the Company.
 - D. Additional applicants will be served from an extension upon executing an agreement with the Company to assume their share of the surcharge on a reapportioned basis. For an individual Customer, such reapportionment shall not increase the surcharge above the original amount.
 3. Payment by Customer for Three-Phase Line Extension along Public Ways: Three-phase line extensions will be made with overhead construction under the same conditions set forth in Appendix B, Section IV.2 provided that the applicant shall also agree to an addition to the monthly surcharge of 2.0% of the amount of investment required to provide three-phase service which is in excess of that which would be required for single-phase extension.
 4. Payment by Customer for Extension on Private Property: When necessary, the Company will also extend its overhead distribution lines on private property provided:
 - A. A public way is not within reasonable proximity.
 - B. The Company is furnished, without cost, the necessary permanent easements of rights of occupancy.
 - C. The entire cost of line construction, including clearing and tree trimming, in excess of the maximum provided for in Appendix B, Section IV.1, above, shall be paid by the Customer.
 - D. All extensions shall be and remain the property of the Company and shall be maintained by the Company.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

5. Prepayment by Customer: The Company shall not be required to commence the construction of extensions hereunder until the applicant has either furnished reasonable security for the performance of his agreement or has satisfied the Company as to Customer's credit. Before starting construction, the Company may require a prepayment equal to the total sixty (60) months surcharge for any line construction to be done under the provisions of Appendix B, Section IV.2 and IV.3 above and a prepayment equal to the estimated construction costs for any line construction to be done under the provisions of Appendix B, Section IV.4 above if either of the foregoing conditions have not been met. The Company will require prepayment of total estimated line construction costs for any facilities that will be installed to supply temporary service.
6. Recording the Agreement: All agreements made pursuant to this Section will be drawn to bind the successors in title to the Customer's premises and with such formalities as are required for recording in the Registry of Deeds for the appropriate County in the State of New Hampshire and will be so recorded. The recording fee shall be paid by the Customer.
7. Construction Schedule: The schedule for the construction of line extensions may be affected by adverse weather conditions and is at the discretion of the Company.
8. Temporary Service: Cases where temporary single-phase service is required for use during construction of buildings, where the service will ultimately become permanent, such service will be furnished at an additional charge for a period not to exceed one (1) year. Such charge is to cover the cost of installing and removing the temporary service. In all other respects the charges provided for in the regular rate schedules will apply. Temporary service entrance equipment of a type approved by the Company shall be furnished by the Customer or Contractor.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS

I. GENERAL

1. Applicability

- A. 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.
- B. 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 New Hampshire Public Utility Commission's ("Commission") 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.
- C. 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.

2. Definitions

- A. "Company" shall mean Unitil Energy Systems, Inc.
- B. "Commission" shall mean the New Hampshire Public Utilities Commission.
- C. "Competitive Supplier" or "Supplier" shall mean any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.
- D. "Customer" shall mean any persons, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.
- E. "Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises or on a public right of way.
- F. "Default Service" shall mean the service provided to a Customer in accordance with Schedule DS, Default Service, of this Tariff.
- G. "Distribution Company" shall mean an electric company organized under the laws of New Hampshire that provides Distribution Service in New Hampshire.
- H. "Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.
- I. "EDI Working Group Report" or "Report" shall mean the report submitted by the Electronic Data Interchange Working Group to the NH Public Utilities Commission on April 2, 1998, and approved by Order 22,919. The report is available on the Commission's Internet webpage.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- J. "Enrollment period" shall mean, for a particular Customer, the period of time during which a Competitive Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer's next billing cycle.
- K. "Generation Service" shall mean the sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.
- L. "ISO-NE" shall mean the Independent System Operator of the New England bulk power system and its successors.
- M. "Market Participant" shall mean a participant in the New England Markets that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the Federal Energy Regulatory Commission.
- N. "NEPOOL" shall mean the New England Power Pool and its successors.
- O. "PTF" shall mean pool transmission facilities included in the Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.
- P. "Settlement Account" shall mean 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.
- Q. "Terms and Conditions" shall mean these Terms and Conditions for Competitive Suppliers.
- R. "Trading Partner Agreement" shall mean the contract between the Company and the Competitive Supplier referenced in Section II.3.5 below.

II. OBLIGATION OF PARTIES

1. Customer:

A Customer shall select one Competitive Supplier for each account at any given time, or authorize an agent to make the selection for the Customer, 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 Generation Service, in accordance with Section III.1.A., below. A Customer may choose only a Competitive Supplier that is licensed by the Commission.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

2. Distribution Company:

The Company shall:

- (1) Arrange for or provide local network transmission services from PTF to the Company's Distribution System for each Customer;
- (2) Arrange for or provide regional network transmission service over PTF ;
- (3) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);
- (4) 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;
- (5) Deliver power over distribution facilities to each Customer Delivery Point;
- (6) Provide customer service and support for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section III.6.D below;
- (7) Respond to service interruptions or power quality problems;
- (8) Handle connections and terminations;
- (9) Read Meters;
- (10) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, for Generation Service in accordance with Section III.6.B below;
- (11) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section III.6.D below;
- (12) Answer general questions about Distribution Service;
- (13) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section III.8. below;
- (14) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, in accordance with Section III.1, below, and the rules and procedures set forth in the EDI Working Group Report;
- (15) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet web site;

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (16) 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, in accordance with the provisions established in Section 3(8) below. This information shall be provided in electronic form at no charge.
- (17) Print up to twelve months' of historic data on customer's bills, in addition to the usage data for the current billing period.

3. Competitive Supplier:

The Supplier shall:

- (1) 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;
- (2) 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;
- (3) 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 (1)(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;
- (4) 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;
- (5) Enter into a Trading Partner Agreement with the Distribution Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Generation Service to any Customer in the Company's service territory. A business initiation fee of \$400.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI testing and initial set up of the Competitive Supplier in the Company's system. Charges for additional computer programming that may be required will be negotiated with each Competitive Supplier and included in the Trading Partner Agreement;
- (6) Complete testing of the transactions included in the EDI Working Group Report prior to the initiation of Generation Service to any Customer in the Company's service

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

territory. Such testing shall be in accordance with the rules and procedures set forth in the Report;

- (7) Be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer;
- (8) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the historic usage information 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 qualified and independent third party vendor.

III. PROVISIONS OF SERVICE

1. Initiation and Termination of Generation Service:

A. Initiation of Generation Service

- (1) To initiate 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.
- (2) If the information on the enrollment transaction is correct, the Distribution 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.
- (3) Generation 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 meter read dates.
- (4) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.
- (5) 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.

B. Termination of Generation Service

- (1) To terminate 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 Service shall be

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

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 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.

- (2) To terminate Generation Service with a Competitive Supplier, a Customer shall so inform Competitive Supplier who will submit the required "supplier drops customer" transaction. Generation Service shall be terminated on the date of the Customer's next scheduled meter read.
- (3) In those instances when a Customer, who is receiving Generation Service from an existing Competitive Supplier, initiates such service with a new Competitive Supplier, the Distribution 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.
- (4) 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.

2. Customer Moves

- A. A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she seeks to continue Generation Service with his/her existing Competitive Supplier. Upon such notification, the Distribution Company shall send a "customer move" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- B. If a Customer of record initiates Delivery Service at a new service location, in addition to another established account within the Company's Service Area, the Customer shall be responsible for selecting a Supplier for the new service location. If an Electronic Enrollment is not received by the Company at least two business days before the initiation of Delivery Service, the Customer will be rendered energy and capacity under Default Service.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

3. Changes to Customer Information

- A. Distribution Companies and Suppliers shall send “change enrollment detail” transactions to change any information included on the “enroll customer” transactions, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- B. If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an “error” transaction to the Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EDI Working Group Report.

4. 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.

C. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification to the Customer’s Competitive Supplier of record upon disconnection. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Competitive Supplier. The Company may also be called upon from time to time by ISO New England or its successors 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).

5. Metering

A. Meter Reading

- (1) The Company shall meter each Customer in accordance with tariff provisions.
- (2) Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Competitive Supplier’s, or the Competitive Supplier’s wholesale provider’s Settlement Account.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

B. Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a new meter or 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.

C. Enhanced Metering Services and Interval Data Services

Any Customer or Competitive Supplier request for Enhanced Metering Services and Interval Data Services will be governed by the conditions and provisions of APPENDIX B.

6. Billing Services

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Default Service.

The Company shall offer two billing service options to Competitive Suppliers providing Generation Service to Customers: A) Standard Billing Service; and B) Consolidated Billing Service. The Competitive Supplier shall inform the Distribution 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

(1) 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 Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

(2) 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

Billing Procedure:

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

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (2) 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.
- (3) 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.
- (4) 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 trading partner agreement entered into by the Competitive Supplier and the Company.
- (5) The following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed. The payment should first be allocated to the Company and Competitive Supplier charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to the Delivery Service and Competitive Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.
- (6) Any customization that can be made by the Company's internal computer programming staff will be charged to the supplier a rate of \$80.00 per hour. Any customization, that requires the use of the Company's external Customer Information System vendor, will be charged to the supplier a rate of \$160.00 per hour.

C. Changes to Rate Classes

If a Competitive Supplier requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the billing system, if reasonably possible, at the Competitive Supplier's expense. The costs of making the designated changes shall be quoted by the Company to the Competitive Supplier and payment must be received by the Company prior to the start of programming.

D. Optional Customer Services

- (1) Upon request by a Competitive Supplier, the Company may offer optional customer services to those Competitive Suppliers who receive Consolidated Billing Service. Pricing for these optional services shall be customized to the Competitive Supplier's needs, and shall be dependent on the specific customer service required by the Competitive Supplier, the volume of Customer calls, requested coverage hours,

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Treasurer

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

allows Customers to pay multiple accounts with one check. Any costs incurred to provide Summary Billing shall be assigned to the Competitive Supplier.

E. Existing Fees

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.

7. Definition of Standard Units of Service

A. Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariff on file with the Commission.

B. On-Peak / Off-Peak Period Definitions

- 1) The on-peak and off-peak periods shall be as defined in the Company's applicable tariff on file with the Commission.
- 2) Competitive Suppliers may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned and billed to the Competitive Supplier.

8. Determination of Hourly Loads

- A. 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.
- B. 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.
- C. 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.
- D. The hourly loads shall be determined consistent with the following steps:
 - (1) 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.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
 - (3) 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.
 - (4) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.
- E. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Distribution 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.
9. Liability and Indemnification

Except as provided in Section II.9 of the Terms and Conditions for Distribution Service, the Company and the Competitive Supplier shall indemnify and hold the other and their respective affiliated, and the 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 the performance of its obligations under these Terms and Conditions. The Company and the Competitive Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

APPENDIX A

SCHEDULE OF CLASS DISTRIBUTION LOSSES
PURSUANT TO SECTION III. 8D.(3)

<u>Class Description</u>	<u>Distribution Loss Factor</u>
Residential	6.468%
General G2	6.392%
General G1	4.591%
Outdoor Lighting OL	6.468%

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

APPENDIX B

ENHANCED METERING SERVICES AND INTERVAL DATA SERVICES

I. ENHANCED METERING SERVICE

A) Availability

Enhanced metering service under this schedule is available to Customers currently receiving metered delivery service from the Company or the Customer's authorized representative.

B) Service Option 1: Remote Access Metering

Under this service option, the Company will provide metering equipment at the Customer's facility, which will allow for periodic readings of the Customer's load through telephone lines. The Company will install, own and maintain the metering equipment. The Customer, at its expense, shall arrange for the installation and operation of the telephone lines and service necessary for the readings of the Customer's load. The Customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. The Company will store load information for a period of thirty-five (35) days and will read the meters daily.

Fees for Service Option 1:

The Customer has the choice of initial lump sum payment or monthly fee.

<u>Tariff</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Service	\$8.97	\$220.11
General Service	\$14.73	\$361.61

C) Service Option 2: Pulse Output Service

Customers who wish to connect their own metering equipment or equipment provided by their authorized representative 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, or its representative, must purchase, own and maintain a modem-equipped recording device in order to access meter pulses.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Fees for Service Option 2:

The Customer has the choice of initial lump sum payment or monthly fee.

<u>Tariff</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Service	\$8.42	\$206.61
General Service	\$8.42	\$206.61

D) Special Provisions

- (1) The Company will consider requests for special metering from Customers taking service under Option 1. The Company will respond to any such written requests within thirty (30) days and will address availability, cost of implementation, technical alternatives and other issues related to the utilization of the requested metering equipment. Upon request, the Company will furnish to the Customer a list of approved interval recording meters.
- (2) All remote access metering in Option 1 and Customer-owned modem equipped recorders in Option 2 will be read daily by the Company and will be reported to ISO-NE for load settlement purposes. The Company will substitute estimated load profile data in lieu of actual hourly metered data for the Customer when Customer-owned equipment has failed or has otherwise lost communication capability.
- (3) Load values derived from the use of Company- or Customer-owned enhanced metering equipment under Option 1 or Option 2, hereunder, will be settled based on the actual quantities recorded on the Company's billing meters for the time period in question.
- (4) The Company may not be able to provide daily meter reading and information, due to operational difficulties with equipment for which the customer has operational responsibility.

E) Term of Service

The minimum term for services provided hereunder for monthly-charged Customers shall be twenty-four (24) months from the date of installation of the enhanced metering equipment.

F) Terms and Conditions

The Company's schedule of Terms and Conditions for Distribution Service, as in effect from time to time, shall apply to service under this schedule to the extent that they are not inconsistent with the specific provisions of this schedule.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

II. INTERVAL DATA SERVICE

A) Availability

Service under this schedule is available for Large General Service G1 customers and customers receiving service under the Company's Optional Enhanced Metering Service or the Customer's authorized representative. Customers must have a Company-owned interval data recorder installed at their facilities.

B) Character of Service

Interval data is made available to Customers or their authorized agents through e-mail or through basic web access. Web-based access allows for the retrieval of interval load data through an Internet account. Files will become available after the standard monthly meter reads.

C) Fees

Fees for this service will vary depending upon the number of accounts and the frequency of requests for interval data.

One-time fee for single request per meter (12 months of data)	\$48.27
Annual Subscription fee per meter	\$335.05

D) Terms and Conditions

The Company's schedule of Terms and Conditions, as in effect from time to time, shall apply to this service to the extent that they are not inconsistent with the specific provisions of this schedule.

DOMESTIC DELIVERY SERVICE
SCHEDULE D

AVAILABILITY

Service is available under this schedule for all domestic purposes, subject to the conditions contained herein at individual private dwellings and farms connected herewith, and in individual apartments, and includes the operation of single phase motors having such characteristics and so operated as not to impair service to other customers. Single phase motors exceeding five (5) horsepower will be allowed only upon approval by the Company in each instance.

This schedule is available to domestic customers having uncontrolled (quick recovery) electric water heating equipment only if such equipment has two (2) thermostatically operated heating elements, each with a rating of no more than 5,500 watts, so connected and interlocked that they cannot operate simultaneously.

When service is delivered through one meter and used for both domestic and non-domestic purposes, billing shall be under this Schedule when the predominate use of demand, as determined by the Company, is for domestic purposes.

This Schedule is not available for service furnished for commercial or business purposes, farms where the maximum demand exceeds 15 kW, motels, hotels and boarding or lodging houses or residences in which three (3) or more rooms are rented, except as specifically provided for under Special Provisions below, or for any other non-residential purposes.

This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier, self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or may be eligible for Default Service from the Company pursuant to Schedule DS as amended from time to time.

DOMESTIC DELIVERY SERVICE
SCHEDULE D (continued)

CHARACTER OF SERVICE

Electricity will normally be delivered at 120/240 volts using three wire, single phase service. In some areas service may be 120/208 volts, single phase, three wire.

DELIVERY SERVICE CHARGES - MONTHLY

The Delivery Service Charges shall include Distribution Charges and Adjustments, set forth below. The Distribution Charges are subject to annual adjustment as approved in DE 10-055.

DISTRIBUTION CHARGES - MONTHLY

Customer Charge:		\$10.27 per meter
Distribution Charge:	First 250 kWh:	3.404¢ per kWh
	Excess 250 kWh:	3.904¢ per kWh

MINIMUM CHARGE

The minimum charge per month, or fraction thereof, shall be the Customer Charge.

DOMESTIC DELIVERY SERVICE
SCHEDULE D (continued)

ADJUSTMENTS

These Adjustments, included in the Delivery Service Charges, shall be adjusted from time to time.

External Delivery Charge: All energy delivered under this Schedule shall be subject to the External Delivery Charge as provided in Schedule EDC of the Tariff of which this is a part.

Stranded Cost Charge: All energy delivered under this Schedule shall be subject to the Stranded Cost Charge as provided in Schedule SCC of the Tariff of which this is a part.

Storm Recovery Adjustment Factor: All energy delivered under this Schedule shall be subject to the Storm Recovery Adjustment Factor as provided in Schedule SRAF of the Tariff of which this is a part.

System Benefits Charge: All energy delivered under this Schedule shall be subject to the System Benefits Charge as provided in Schedule SBC of the Tariff of which this is a part.

Default Service Charge: For customers receiving Default Service from the Company, all energy delivered under this Schedule shall be subject to the Default Service Charge as provided in Schedule DS of the Tariff of which this is a part.

LOW INCOME ENERGY ASSISTANCE PROGRAM

Customers taking service under this rate may be eligible to receive discounts under the statewide low-income electric assistance program ("LI-EAP") authorized by the New Hampshire Public Utilities Commission. Eligibility for the LI-EAP shall be determined by the Community Action Agencies. Customers participating in the LI-EAP will continue to take service under this rate, but will receive a discount as provided under this Tariff as applicable.

ELECTRICITY CONSUMPTION TAX

All customers shall be obligated to pay the Electricity Consumption Tax 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 shall appear separately on all customer bills.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff. Amounts not paid prior to the due date shall

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DOMESTIC DELIVERY SERVICE
SCHEDULE D (continued)

be subject to interest on past due accounts, as provided in Appendix A of the Terms and Conditions for Distribution Service, and will apply to the unpaid balance. When billing on the OL Schedule is combined with billing on this rate, the interest on past due accounts shall apply to the total bill. The Company will waive the residential late payment fee if the Customer can provide evidence of their eligibility in any of the following programs: Statewide Low-Income Electric Assistance Program (NHPUC Order No. 23,980), Fuel Assistance, Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Aid to the Permanently and Totally Disabled (APTD), Aid to the Needy Blind (ANB), Old Age Assistance (OAA), Subsidized School Lunch Programs, Title XX Day Care Program, Food Stamps, Medicaid, Subsidized Housing, or Women, Infant and Children Program (WIC).

TERM OF CONTRACT

Service may be terminated at any time upon notice to the Company in accordance with the Terms and Condition for Distribution Service, which is part of this Tariff.

SPECIAL PROVISIONS

- (a) Extra Service Charges:
In addition to the charges for electric service herein specified, additional charges for extra services rendered will be made in accordance with the Tariff which this Schedule is a part.
- (b) Multiple Apartments:
Where more than one individual apartment or dwelling is served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them. This special provision is closed to new locations as of December 1, 2002.

TARIFF PROVISIONS

The Company's complete Tariff, where not inconsistent with any specific provisions hereof, is a part of this Schedule.



GENERAL DELIVERY SERVICE
SCHEDULE G

AVAILABILITY

Service is available under this Schedule to non-domestic Customers for all general purposes and includes the operation of single phase motors having such characteristics and so operated as not to impair service to other Customers. Single phase motors exceeding five (5) horsepower will be allowed only upon approval by the Company in each instance. Unmetered traffic and flashing signal lights existing immediately prior to the effective date of this Schedule shall also be billed under this Schedule.

This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier, self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or may be eligible for Default Service from the Company pursuant to Schedule DS as amended from time to time.

CHARACTER OF SERVICE

Electric service of the following description is available, depending upon the location of the Customer: (1) 120/240 volts, single phase, three wire; (2) 120/208 volts, single phase, three wire; (3) 208Y/120 volts, three phase, four wire; (4) 480Y/277 volts, three phase, four wire; (5) 4160 volts, three phase, four wire or such higher primary distribution voltage as may be available, the voltage to be designated by the Company.

DELIVERY SERVICE CHARGES - MONTHLY

The Delivery Service Charges shall include Distribution Charges and Adjustments, set forth below. The Distribution Charges are subject to annual adjustment as approved in DE 10-055.

Large General Service Schedule G1: for any industrial or commercial Customer with its average use consistently equal to or in excess of two hundred (200) kilovolt-amperes of demand and generally greater than or equal to one-hundred thousand (100,000) kilowatt-hours per month.

DISTRIBUTION CHARGES - MONTHLY

Customer Charge:	Secondary Voltage	\$97.16 per meter
	Primary Voltage	\$57.58 per meter
Distribution Charges:	\$6.95 per kVA	
	0.000¢ per kWh	

Regular General Service Schedule G2: for any industrial or commercial Customer with its average use consistently below two-hundred (200) kilovolt-amperes of demand and generally less than one-hundred thousand (100,000) kilowatt-hours per month.

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

DISTRIBUTION CHARGES - MONTHLY

Customer Charge:	\$18.41 per meter
Distribution Charges:	\$10.31 per kW 0.000¢ per kWh

Regular General Service Schedule G2 kWh meter: Service is available under this Schedule only to customers at locations which were receiving service under Unitil Energy Systems, Inc.'s NHPUC No. 1 and are presently receiving service under this Schedule. New customers at existing locations and new locations shall not be eligible for this rate, but the Company will install a demand meter and the location shall be served under Schedule G2.

DISTRIBUTION CHARGES - MONTHLY

Customer Charge:	\$13.94 per meter
Distribution Charge:	3.211¢ per kWh

Uncontrolled (Quick Recovery) Water Heating: Uncontrolled (Quick Recovery) Water Heating is available under this Schedule at those locations which were receiving uncontrolled (Quick Recovery) water heating service under Unitil Energy Systems, Inc.'s NHPUC No. 1 and are presently receiving service under this Schedule.

For those locations which qualify under the preceding paragraph, uncontrolled quick recovery water heating service is available under this Schedule if the Customer has installed and in regular operation throughout the entire year an electric water heater of the quick recovery type, equipped with two thermostatically operated heating elements, each with a rating of no more than 4,500 watts, so connected and interlocked that they cannot operate simultaneously and if the water heater supplies the Customer's entire water heating requirements, all electricity supplied thereto under this provision will be metered separately and billed as follows:

DISTRIBUTION CHARGES - MONTHLY

Customer Charge:	\$6.25 per meter
Distribution Charge:	3.073¢ per kWh

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

Space Heating: Space Heating is available under this Schedule at those locations which were receiving space heating service under Unitil Energy Systems, Inc.'s NHPUC No. 1 and are presently receiving service under this Schedule. Customers who qualify for service under this Schedule for five (5) kilowatts or more of permanently-installed space heating equipment under this provision may elect to have such service metered separately and billed as follows:

DISTRIBUTION CHARGES - MONTHLY

Customer Charge:	\$6.25 per meter
Distribution Charge:	3.073¢ per kWh

DETERMINATION OF DEMAND

Large General Service Schedule G1

For the purpose of demand billing under the Large General Service Schedule G1, metered demands shall be measured as the highest 15-minute integrated kilovolt-ampere (kVA) demand determined during the current month for which the bill is rendered. The monthly billing demand charge shall be based upon this metered demand except that it shall not be less than 80% of the highest demand in any of the immediately preceding eleven months, and in no event shall such demand be taken or considered as being less than 50 kVA.

Regular General Service Schedule G2

The metered demand used for billing shall be the maximum fifteen-minute kilowatt (kW) demand determined during the current month, but in no case less than one kW or the minimum available demand capacity specified by an agreement between the Customer and the Company. The billing demand shall be taken in 0.1 kW intervals, and those demands falling between the intervals shall be billed on the next lower 0.1 kW.

If the Customer's average use is consistently equal to or in excess of two-hundred (200) kilovolt-ampere (kVA) of demand and is generally greater than one-hundred thousand (100,000) kilowatt-hours per month, as measured by the Company, the Customer may be placed on rate G1.

The Company reserves the right to install kilovolt-ampere meters, and in such case the monthly demand shall not be less than 90% of the measured kVA.

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

METERING

The Company may at its option meter at the Customer's utilization voltage or on the high tension side of the transformer through which service is furnished.

In the later case, or if the Customer's utilization voltage requires no transformation, and if the Company meters service at 4,160 volts or over, a compensating deduction of 2.0% will be made from the metered kilowatt or kilovolt-ampere demand and metered kilowatt-hour usage to determine billing amounts. If the Company meters service at 34,500 volts or over, a compensating deduction of 3.5% will be made from the metered kilowatt or kilovolt-ampere demand and metered kilowatt-hour usage to determine billing amounts. Demands for these purposes will be as determined under the Determination of Demand provision of this Schedule.

CREDIT FOR TRANSFORMER OWNERSHIP

If the Customer furnishes all transformers which may be required so that the Company is not required to furnish any transformers, there will be credited, against the amount established under the Determination of Demand and Metering provisions of this Schedule, 39 cents for each kilowatt of monthly billing demand, or 39 cents for each kilovolt-ampere of monthly billing demand.

MINIMUM CHARGE

The Minimum Charge per month or fraction thereof will be as follows:

Large General Service Schedule G1:

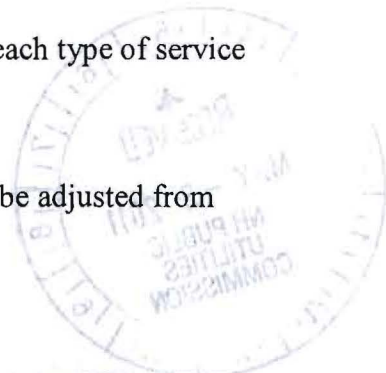
The Minimum Charge per month shall be no less than the Customer Charge for each type of service installed plus a capacity charge based upon a minimum demand and/or demand ratchet as defined under the Determination of Demand provision of this Schedule.

Regular General Service Rates G2, G2 kWh meter, Uncontrolled (Quick Recovery)
Water Heating, and Space Heating:

The Minimum Charge per month shall be the Customer Charge for each type of service installed.

ADJUSTMENTS

These Adjustments, included in the Delivery Service Charges, shall be adjusted from time to time.



GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

External Delivery Charge: All energy delivered under this Schedule shall be subject to the External Delivery Charge as provided in Schedule EDC of the Tariff of which this is a part.

Stranded Cost Charge: All energy delivered under this Schedule shall be subject to the Stranded Cost Charge as provided in Schedule SCC of the Tariff of which this is a part.

Storm Recovery Adjustment Factor: All energy delivered under this Schedule shall be subject to the Storm Recovery Adjustment Factor as provided in Schedule SRAF of the Tariff of which this is a part.

System Benefits Charge: All energy delivered under this Schedule shall be subject to the System Benefits Charge as provided in Schedule SBC of the Tariff of which this is a part.

Default Service Charge: For customers receiving Default Service from the Company, all energy delivered under this Schedule shall be subject to the Default Service Charge as provided in Schedule DS of the Tariff of which this is a part.

ELECTRICITY CONSUMPTION TAX

All customers shall be obligated to pay the Electricity Consumption Tax 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 shall appear separately on all customer bills.



GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff. Amounts not paid prior to the due date shall be subject to interest on past due accounts, as provided in Appendix A of the Terms and Conditions for Distribution Service, and will apply to the unpaid balance. When billing on the OL Schedule is combined with billing on this rate, the interest on past due accounts shall apply to the total bill.

TERM OF CONTRACT

The term of contract under this Schedule shall be for an initial period of at least one year, and shall continue in effect thereafter until cancelled by either party upon at least 30 days' written notice. The Company may require longer initial and renewal contract terms whenever, in its opinion, the estimated annual revenue is insufficient to warrant the Company making the necessary commitments to render service.

SPECIAL PROVISIONS

(a) Extra Service Charges:

In addition to the charges for electric service herein specified, additional charges for extra services rendered will be made in accordance with the Tariff which this Schedule is a part.

GUARANTEE

When the estimated expenditure necessary to deliver electrical energy properly to a Customer's premises shall be of such an amount that the income to be derived from the delivery of such energy at the rate herein established, including the monthly Minimum Charge, will be insufficient to warrant such expenditure, the Company may require the Customer to guarantee a minimum annual payment for a term of years and/or to pay the whole or a part of the cost of extending, enlarging or rebuilding its facilities to supply the Customer's premises or other reasonable payments in addition to the payments otherwise provided herein.

AUXILIARY SERVICE

(a) Definitions

Auxiliary Service, also referred to as Standby or Breakdown Service, shall be defined as delivery service available at all times to a Customer taking service from the Company under this Schedule and having another source of power from which to supply the Customer's electrical requirements, or a portion thereof, without using the Company's distribution system.

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

Delivery service provided hereunder shall not be considered as Auxiliary Service where such other source of power is subject to the Commission's Net Energy Metering rules, Chapter Puc 900 or used only in case of failure of the Company's delivery service.

Auxiliary Service shall be divided into two types: Segregated Auxiliary Service and Non-Segregated Auxiliary Service.

Segregated Auxiliary Service shall be defined as delivery service furnished by the Company to a Customer for such portion of the Customer's electrical requirements as cannot be supplied directly or indirectly via any source other than the Company's distribution system.

Non-Segregated Auxiliary Service shall be defined as delivery service furnished by the Company to a customer where any portion of the Customer's electrical requirements can, at the Customer's option, be supplied directly or indirectly via the Company's distribution system or by the Customer's other source of power.

(b) Service and Transformer Capacity

For Segregated Auxiliary Service the Company will install such service and transformer capacity as is required for that portion of the Customer's electrical requirements as is to be supplied via the Company's distribution system.

For Non-Segregated Auxiliary Service the Company will install such service and transformer capacity as the Customer may request; provided, however, that the service and transformer capacity installed shall not be less than the Customer's total electrical requirements up to twenty five kilowatts, and if the total Customer's requirements are in excess of twenty five kilowatts, the Company shall not install transformers of less than twenty five kilowatts.

(c) Determination of Demand

For Segregated Auxiliary Service the Customer's demand for billing purposes will be determined as for Customers taking standard delivery service under this Schedule.

For Non-Segregated Auxiliary Service the Customer's demand will be determined as for Customers taking standard delivery service under this Schedule. In no event shall the demand so determined be less than the capacity installed by the Company on a network system or 80% of the kilovolt-ampere rating of the transformers installed for supplying service to the Customer.

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

(d) Minimum Charge

An amount equal to the total of the Customer Charge and the Distribution Demand Charge as provided for Customers taking standard delivery service under this Schedule.

(e) Parallel Operation

The Customer shall at no time operate any other source of electricity supply in parallel with the service furnished by the Company except with the written consent of the Company.

(f) Term of Contract

The initial term of service hereunder shall not be less than five years unless the Customer discontinues customer's other source of electrical power and takes all customer's delivery service requirements from the Company.

(g) Auxiliary Energy Supply

Energy supply for Auxiliary Service is available from the Company via Default Service pursuant to Schedule DS as amended from time to time, and may be available from Competitive Suppliers.

(h) Special Provision

If the Customer is supplied from transformers also supplying other Customers, the Company may require the Customer to install a service or main switch or circuit breaker as specified by the Company.

TARIFF PROVISIONS

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is a part of this rate.

**OUTDOOR LIGHTING SERVICE
 SCHEDULE OL**

AVAILABILITY

This Schedule is available to governmental bodies and private customers for unmetered outdoor lighting service supplied from the Company's existing overhead conductors with lighting fixtures mounted on existing poles. Mercury Vapor lighting fixtures will be unavailable at new locations after December 1, 2002.

This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier, self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or may be eligible for Default Service from the Company pursuant to Schedule DS as amended from time to time.

CHARACTER OF SERVICE

All lighting shall be photoelectrically controlled. The Company will furnish and maintain the equipment hereinafter described and shall supply service at which the lamps are designed to operate. All lighting fixtures will be group relamped in accordance with the lamp manufacturer's suggested schedule. At relamping time the fixture will be maintained in accordance with the fixture manufacturer's suggested procedures.

DELIVERY SERVICE CHARGES – MONTHLY

The Delivery Service Charges shall include Distribution Charges and Adjustments, set forth below. The Distribution Charges are subject to annual adjustment as approved in DE 10-055.

DISTRIBUTION CHARGES: LUMINAIRE – MONTHLY

Distribution Charge: 0.000¢ per kWh

Lamp Size		Description of Luminaire	Luminaire Price per Month	All-Night Service Option Luminaire Monthly kWh	Midnight Service Option Luminaire Monthly kWh
Nominal Watts	Lumens Approx.				
100	3,500	Mercury Vapor Street	\$11.28	40	19
175	7,000	Mercury Vapor Street	\$13.65	67	31
250	11,000	Mercury Vapor Street	\$15.67	95	44
400	20,000	Mercury Vapor Street	\$18.94	154	71
1,000*	60,000	Mercury Vapor Street	\$39.06	388	180
250	11,000	Mercury Vapor Flood	\$16.79	95	44
400	20,000	Mercury Vapor Flood	\$20.38	154	71
1,000	60,000	Mercury Vapor Flood	\$34.74	388	180
100	3,500	Mercury Vapor Power Bracket	\$11.40	40	19
175	7,000	Mercury Vapor Power Bracket	\$12.81	67	31
50	4,000	Sodium Vapor Street	\$11.51	21	10
100	9,500	Sodium Vapor Street	\$13.14	43	20
150	16,000	Sodium Vapor Street	\$13.20	60	28
250	30,000	Sodium Vapor Street	\$16.91	101	47
400	50,000	Sodium Vapor Street	\$21.70	161	75
1,000*	140,000	Sodium Vapor Street	\$38.55	398	185
150	16,000	Sodium Vapor Flood	\$15.44	60	28
250	30,000	Sodium Vapor Flood	\$18.47	101	47
400	50,000	Sodium Vapor Flood	\$21.18	161	75
1,000	140,000	Sodium Vapor Flood	\$38.90	398	185
50	4,000	Sodium Vapor Power Bracket	\$10.54	21	10
100	9,500	Sodium Vapor Power Bracket	\$12.01	43	20

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Treasurer

**OUTDOOR LIGHTING SERVICE
 SCHEDULE OL (continued)**

DISTRIBUTION CHARGES: LUMINAIRE – MONTHLY (cont.)

<u>Lamp Size</u>		<u>Description of Luminaire</u>	<u>Luminaire Price per Month</u>	<u>All-Night Service</u>	<u>Midnight Service</u>
<u>Nominal Watts</u>	<u>Lumens Approx.</u>			<u>Option Luminaire Monthly kWh</u>	<u>Option Luminaire Monthly kWh</u>
175	8,800	Metal Halide Street	\$17.65	66	31
250	13,500	Metal Halide Street	\$19.32	92	43
400	23,500	Metal Halide Street	\$20.09	148	69
175	8,800	Metal Halide Flood	\$20.62	66	31
250	13,500	Metal Halide Flood	\$22.38	92	43
400	23,500	Metal Halide Flood	\$22.42	148	69
175	8,800	Metal Halide Power Bracket	\$16.42	66	31
250	13,500	Metal Halide Power Bracket	\$17.55	92	43
400	23,500	Metal Halide Power Bracket	\$18.86	148	69

* 1,000 Watt Mercury Vapor Street and 1,000 Watt Sodium Vapor Street are no longer available. Flood lights are available with brackets and ballasts as specified by the Company.

MONTHLY KWH PER LUMINAIRE

For billing purposes on Energy based charges and adjustments, the monthly kWh figures shown in the table above under Distribution Charges - Monthly: Luminaire shall be used for each luminaire and service option type.

OTHER FIXTURES AND EQUIPMENT

Lighting fixtures other than that specified herein will be provided only at prices and for a contract term to be mutually agreed upon between the Company and the Customer.

MINIMUM CHARGE

The minimum charge per month, or fraction thereof, per lamp shall be the Distribution Charge: Luminaire.

ADJUSTMENTS

These Adjustments, included in the Delivery Service Charges, shall be adjusted from time to time.

External Delivery Charge: All energy delivered under this Schedule shall be subject to the External Delivery Charge as provided in Schedule EDC of the Tariff of which this is a part.

Stranded Cost Charge: All energy delivered under this Schedule shall be subject to the Stranded Cost Charge as provided in Schedule SCC of the Tariff of which this is a part.

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OUTDOOR LIGHTING SERVICE
SCHEDULE OL (continued)

Storm Recovery Adjustment Factor: All energy delivered under this Schedule shall be subject to the Storm Recovery Adjustment Factor as provided in Schedule SRAF of the Tariff of which this is a part.

System Benefits Charge: All energy delivered under this Schedule shall be subject to the System Benefits Charge as provided in Schedule SBC of the Tariff of which this is a part.

Default Service Charge: For customers receiving Default Service from the Company, all energy delivered under this Schedule shall be subject to the Default Service Charge as provided in Schedule DS of the Tariff of which this is a part.

ELECTRICITY CONSUMPTION TAX

All customers shall be obligated to pay the Electricity Consumption Tax 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 shall appear separately on all customer bills.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff.

TERM OF CONTRACT

Except as provided in the Special Provisions section, service under this Schedule shall be for an initial period of one year with automatic one year extensions thereafter until cancelled by either the Customer or the Company giving to the other notice in writing at least 30 days in advance.

SPECIAL PROVISIONS

(a) Hours of Operation

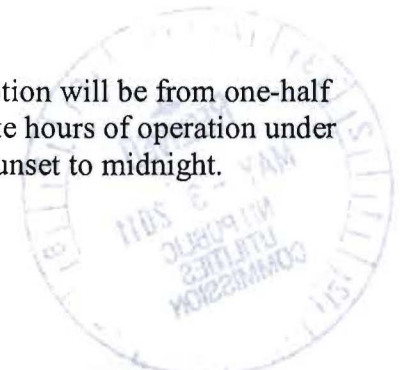
Approximate hours of operation under the all-night service option will be from one-half hour after sunset to one-half hour before sunrise. Approximate hours of operation under the midnight service option will be from one-half hour after sunset to midnight.

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OUTDOOR LIGHTING SERVICE
SCHEDULE OL (continued)

(b) Lamp Replacement

The Company shall replace defective lamps as promptly as possible during regular working hours, after having been advised as to the need of such replacement by the Customer.

(c) Change of Location

The Company will, at the expense to the Customer, change the location of such fixtures as the Customer may order.

(d) Change of Fixture

The Company will change the type of lighting fixture at the Customer's request, but may require the Customer to reimburse the Company for all or part of the depreciated cost of the retired equipment including installation and cost of removal, less any salvage value thereon.

(e) Conversion to HPS or Metal Halide

If a Customer requests multiple conversions of fixtures from Mercury Vapor to High Pressure Sodium, Mercury Vapor to Metal Halide, or from High Pressure Sodium to Metal Halide, the Company may, in addition to the provisions of section (d) above, require the Customer to pay all or a portion of the costs of the conversions, including labor, material, traffic control, and overheads.

(f) Modification of Service

Municipal and state roadway lighting Customers may request a modification of service from the all-night service option to the midnight service option during the calendar months of January and February of each year, otherwise known as the open enrollment period. Requests received from municipal and state roadway lighting Customers after the open enrollment period shall be implemented during the subsequent open enrollment period, unless the Company determines that it is feasible and practicable to implement the request prior to the subsequent enrollment period. All other Customers may request a modification of service from the all-night service option to the midnight service option at any time. Customers requesting a modification of service from the all-night service option to the midnight service option are responsible to pay to the Company the installed cost of any additional equipment required to provide service under the midnight service option. The installed cost includes the cost of the additional equipment, labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment. If such a request is made concurrent with the Company's existing schedule for lamp replacement and maintenance, the Customer is responsible to pay to

Authorized by NHPUC Order No. 25,214 in Case No. DE 10-055 dated April 26, 2011

OUTDOOR LIGHTING SERVICE
SCHEDULE OL (continued)

the Company the cost of any additional equipment required, including overheads. The Customer is responsible to pay such costs prior to the installation of the equipment. Customers requesting a modification of service from the midnight service option to the all-night service option are responsible to pay to the Company the installation cost of the equipment required to provide service under the all-night service option. The installed cost includes the cost of labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment. If such a request is made concurrent with the Company's existing schedule for lamp replacement and maintenance, no additional costs are required to modify service from the midnight service option to the all-night service option.

The Company will utilize fixed price estimates per luminaire for the installed cost, the additional equipment cost and the equipment installation cost and will update the fixed price estimates per luminaire each year based upon current costs. In the event traffic control is required during a modification of service option or for equipment repair, the Company may coordinate and provide traffic control on the Customer's behalf and the Customer shall reimburse the Company for all costs associated with the traffic control provided by the Company. The scheduling of work associated with the modification of a service option will be made at the Company's discretion with consideration given to minimizing travel and set-up time.

(g) Suspended Service

At a Customer's request, a lamp may be temporarily disconnected in which case the customer will not be billed an Energy Charge for that lamp. The Company may continue to bill the Monthly Luminaire charge for the lamp. In addition, an account restoration charge as defined in the Terms and Conditions for Distribution Service, Appendix A, will apply for each visit to the Customer's premises for the purposes of reconnecting a lamp.

(h) New Customer at Existing Locations

A new Customer may assume the contract for an existing street lighting service without signing a new contract provided that all previous bills for that service are paid and provided that there has been no interruption in service.

(i) Permits

The Customer shall provide, without cost to the Company, all permits, consents or easements necessary for the erection, maintenance and operation of the Company's facilities including the right to cut and trim trees where necessary.

OUTDOOR LIGHTING SERVICE
SCHEDULE OL (continued)

(j) Additional Equipment

Lighting installations requiring new poles and overhead conductors, or lighting units mounted on ornamental standards connected to an underground distribution circuit will be available only under the following provisions:

1. When the Customer signs an agreement under which he agrees to pay each month an additional charge of 2.0 percent of the excess cost of the facilities to cover fixed charges thereon and operations and maintenance thereof. Such agreements shall have a minimum term of ten years whenever more than four (4) luminaires are so installed.
2. When the Customer pays the Company the total excess cost of the facilities and agrees to reimburse the Company for all the maintenance thereon.
3. To governmental agencies who sign an agreement for a period of ten years and pay the Company the total excess cost of the facilities and, in addition pay annually 5.0 percent annually of the total excess cost to cover the operation, maintenance, and limited replacements thereof. The net additional excess cost of facilities replacements will become part of the total excess costs. Excess cost is defined as being the cost in excess of that which would have been incurred had the lights been mounted on existing poles and supplied from existing conductors.

(k) Failure of Lights to Burn

If any lights fail to burn the full period herein provided, then upon request, a deduction will be made from the monthly price of such lights provided they are not burning within 72 hours from the time the Company is notified of the outage. The deduction shall be the annual price of the light multiplied by the ratio that the period of such outage bears to the total annual burning time as herein indicated. This deduction shall not apply in case the failure of the lights to burn is due to the act of any public authority or to malicious breakage; provided however, that in the latter case the necessary repairs are made with reasonable dispatch.

(l) Limitation of Service

The Company reserves the right to restrict installations served under this Schedule to those which will yield a reasonable return to the Company and to areas easily accessible by a service truck.

TARIFF PROVISION

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is a part of this rate.

Authorized by NHPUC Order No. 25,214 in Case No. DE 10-055 dated April 26, 2011

Issued: April 28, 2011

Effective: May 1, 2011

Issued by: Mark H. Collin

Treasurer

STRANDED COST CHARGES
SCHEDULE SCC

The Stranded Cost Charges (“SCC”), as specified on Calculation of the Stranded Cost Charges, shall be billed by the Company to all customers taking Delivery Service from the Company. The purpose of the SCC is to recover Contract Release Payments billed to the Company by Unitil Power Corp. under the FERC-approved Amended Unitil System Agreement. The SCC shall also include the G1 class and Non-G1 class (all classes except G1) Transition Service Charge balances at the end of the Transition Period and any associated prior period adjustments.

The SCC shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over- or under-recoveries occurring in prior year(s). Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one interest rate is reported, the average of the reported rates shall be used. The Company may file to change the SCC at any time should significant over- or under-recoveries occur or be expected to occur.

Any adjustment to the SCC shall be in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Commission may authorize. The annual adjustment to the SCC for each class shall be derived in the same manner as that provided by Calculation of the Stranded Cost Charge.

CALCULATION OF THE STRANDED COST CHARGE

Uniform per kWh Charge

1. (Over)/under Recovery - Beginning Balance August 1, 2016	(\$189,288)
2. Estimated Total Costs (August 2016 - July 2017)	(\$16,116)
3. Estimated Interest (August 2016 - July 2017)	(\$3,028)
4. Costs to be Recovered (L.1 + L.2 + L.3)	(\$208,432)
5. Estimated Calendar Month Deliveries in kWh (August 2016 - July 2017) (1)	<u>1,185,546,760</u>
6. Stranded Cost Charge (\$/kWh) (L.4 / L.5)	(\$0.00018)

Class D, D - Controlled Off Peak Water Heating, G2 - kWh meter,
 G2 - Quick Recovery Water Heating, G2 - Space Heating,
G2 Controlled Off Peak Water Heating, OL

7. Stranded Cost Charge (\$/kWh) (L.6)	(\$0.00018)
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Class G2 (1)

8. Estimated G2 Demand Revenue (August 2016 - July 2017)	(\$48,568)
9. Estimated G2 Deliveries in kW (August 2016 - July 2017)	<u>1,349,005</u>
10. Stranded Cost Charge (\$/kW) (L. 8 / L. 9)	(\$0.04)

11. G2 Energy Revenue (August 2016 - July 2017)	(\$12,143)
12. Estimated G2 Calendar Month Deliveries in kWh (August 2016 - July 2017) (1)	<u>337,283,415</u>
13. Stranded Cost Charge (\$/kWh) (L.11 / L.12)	(\$0.00004)

Class G1 (1)

14. Estimated G1 Demand Revenue (August 2016 - July 2017)	(\$47,697)
15. Estimated G1 Deliveries in kVA (August 2016 - July 2017)	<u>1,048,547</u>
16. Stranded Cost Charge (\$/kVA) (L. 14 / L. 15)	(\$0.05)

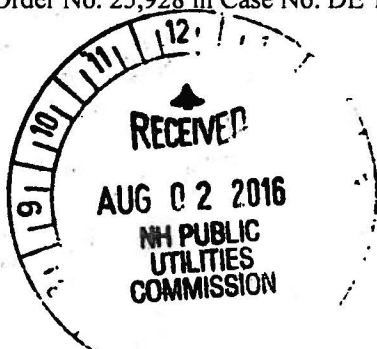
17. G1 Energy Revenue (August 2016 - July 2017)	(\$16,130)
18. Estimated G1 Calendar Month Deliveries in kWh (August 2016 - July 2017) (1)	<u>354,590,940</u>
19. Stranded Cost Charge (\$/kWh) (L.17 / L.18)	(\$0.00005)

(1) Demand and energy calculated based on ratio of demand and energy revenue under current rates.

Authorized by NHPUC Order No. 25,928 in Case No. DE 16-668, dated July 27, 2016

Issued: June 16, 2016
 Effective: August 1, 2016

Issued By: Mark H. Collin
 Sr. Vice President



EXTERNAL DELIVERY CHARGE
SCHEDULE EDC

The External Delivery Charge ("EDC"), as specified on Calculation of the External Delivery Charge, shall be billed by the Company to all customers taking Delivery Service from the Company. The purpose of the EDC is to recover, on a fully reconciling basis, the costs billed to the Company by Other Transmission Providers as well as third party costs billed to the Company for energy and transmission related services as specified herein.

The EDC shall include the following charges, except that third party costs associated with Default Service shall be included in the Default Service Charge: 1) charges billed to the Company by Other Transmission Providers as well as any 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, 2) transmission-based assessments or fees billed by or through regulatory agencies, 3) costs billed by third parties for load estimation and reconciliation and data and information services necessary for allocation and reporting of supplier loads, and for reporting to, and receiving data from, ISO New England, 4) legal and consulting outside service charges related to the Company's transmission and energy obligations and responsibilities, including legal and regulatory activities associated with the independent system operator ("ISO"), New England Power Pool ("NEPOOL"), regional transmission organization ("RTO") and Federal Energy Regulatory Commission ("FERC"), 5) the costs of Administrative Service Charges billed to the Company by Unitil Power Corp. under the FERC-approved Amended Unitil System Agreement, 6) Effective July 1, 2014, in accordance with RSA 363-A:6, amounts above or below the total NHPUC Assessment, less amounts charged to base distribution and Default Service, and 7) cash working capital associated with Other Flow-Through Operating Expenses. In addition, the EDC shall include the over- or under-collection from the Company's Vegetation Management Program and Reliability Enhancement Program for calendar years 2013, 2014 and 2015. The over- or under- collection shall be credited or charged to the EDC on May 1 of the following year. For purposes of this Schedule, "Other Transmission Provider" shall be defined as any transmission provider and other regional transmission and/or operating entities, such as NEPOOL, a regional transmission group ("RTG"), an ISO, 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 EDC shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over- or under-recoveries occurring in prior year(s). Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one interest rate is reported, the average of the reported rates shall be used. The Company may file to change the EDC at any time should significant over- or under-recoveries occur or be expected to occur.

Any adjustment to the EDC shall be in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Commission may authorize. The annual adjustment to the EDC shall be derived in the same manner as that provided by Calculation of the External Delivery Charge.

Authorized by NHPUC Order No. 25,799 in Case No DE 15-244 dated July 23, 2015

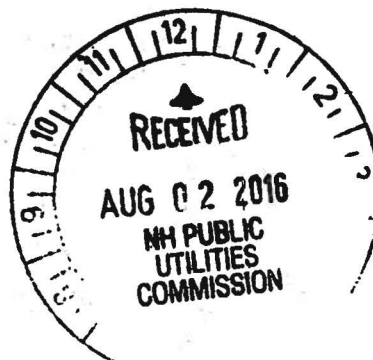
CALCULATION OF THE EXTERNAL DELIVERY CHARGE

1. (Over)/under Recovery - Beginning Balance August 1, 2016	(\$745,296)
2. Estimated Total Costs (August 2016 - July 2017)	\$26,164,782
3. Estimated Interest (August 2016 - July 2017)	<u>(\$6,875)</u>
4. Costs to be Recovered (L.1 + L.2 + L.3)	\$25,412,611
5. Estimated Calendar Month Deliveries in kWh (August 2016 - July 2017)	<u>1,185,546,760</u>
6. External Delivery Charge (\$/kWh) (L. 4 / L. 5)	\$0.02144

Authorized by NHPUC Order No. 25,928 in Case No. DE 16-668, dated July 27, 2016

Issued: July 12, 2016
Effective: August 1, 2016

Issued By: Mark H. Collin
Sr. Vice President



SYSTEM BENEFITS CHARGE
SCHEDULE SBC

A System Benefits Charge ("SBC") shall be billed by the Company to all customers taking Delivery Service from the Company. The purpose of the SBC is to recover, on a fully reconciling basis, the cost of 1) the statewide low income electric assistance program ("LI-EAP") provided by the Company and 2) the Company's energy efficiency programs.

The portion of the SBC covering the LI-EAP shall include all approved costs associated with the development and administration of the LI-EAP. These costs include program discounts, approved implementation and administrative costs, costs associated with the LI-EAP billed to the Company by third parties, and amortization of arrearages retired under the LI-EAP.

The low income electric assistance plan portion of the System Benefits Charge shall be set at \$0.00150 per kilowatt-hour effective July 1, 2011 and shall remain in effect unless a different charge is approved by the Commission. The Company shall collect the low-income portion of the SBC, apply the program discounts to participant bills and deduct any authorized costs. Any remaining balance shall be submitted to the State Treasurer's Office. In the event that a shortfall exists, the Company shall submit a request for reimbursement.

The portion of the SBC covering energy efficiency program costs shall include program costs and performance incentives. This portion of the SBC shall also include the Company's final Conservation Charge balances including any associated prior period adjustments.

The energy efficiency portion of the System Benefits Charge shall be set at \$0.00180 per kilowatt-hour effective July 1, 2011 and shall remain in effect unless a different charge is approved by the Commission. The Company shall reconcile its energy efficiency program costs on an annual basis. Any difference between actual costs and revenues collected, including interest, shall be added to or subtracted from the budget for the following calendar year. If actual amounts are not available for any period, they shall be estimated for purposes of the above calculation and adjusted the following year based on actual data.

Interest hereunder shall be calculated based on the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in the Wall Street Journal on the first business day of the month preceding the calendar quarter; if more than one rate is reported the average of the reported rates shall be used.

Authorized by NHPUC Order No. 25,200 in Case No. DE 10-192 dated March 4, 2011

Issued: May 31, 2011
Effective: July 1, 2011

Issued by: Mark H. Collin
Treasurer

STORM RECOVERY ADJUSTMENT FACTOR
SCHEDULE SRAF

The Storm Recovery Adjustment Factor ("SRAF") shall be billed by the Company to all customers taking Delivery Service from the Company. The purpose of the SRAF is to recover the costs of certain storms as approved by the Commission. As set out below, the total SRAF is \$0.00221 per kWh, which includes the initial SRAF of \$0.00096 per kWh and adjustments of \$0.00082 per kWh and \$0.00043 per kWh.

The initial SRAF, which is recovering the costs incurred as result of the December 2008 ice storm and the February 2010 wind storm, was established in the Company's last base rate case, DE 10-055, effective May 1, 2011. The initial SRAF was calculated using a total cost of \$7,651,723, the combined cost of the 2008 and 2010 storms, inclusive of carrying charges. The total cost is being recovered on a levelized basis of \$1,132,686 over a period of eight years. Any unamortized balance will accrue carrying charges at an annual rate of 4.52 percent (equaling the Company's cost of debt of 7.60 percent, net of deferred taxes). Based on test year unit sales in DE 10-055, the initial SRAF was set at \$0.00096 per kWh and will remain in place until these storm costs have been fully recovered.

The initial SRAF was adjusted effective May 1, 2012 to recover the costs incurred as result of Tropical Storm Irene, which occurred in August 2011, and the Snow Storm, which occurred in October 2011. The adjustment was calculated using a total cost of \$4,524,136, the estimated combined cost of the 2011 storms, inclusive of carrying charges. The total cost is being recovered on a levelized basis of \$1,004,291 over a period of five years. Any unamortized balance will accrue carrying charges at an annual rate of 4.52 percent (equaling the Company's cost of debt of 7.60 percent, net of deferred taxes). Based on actual unit sales for twelve months ending October 2011, the adjustment was set at \$0.00082 per kWh and will remain in place until these storm costs have been fully recovered. The amounts subject to recovery shall be reconciled based on the results of the Commission Staff's Audit.

A second adjustment to the SRAF will take place effective May 1, 2013 to recover the costs incurred as result of Hurricane Sandy, which occurred in October 2012. The adjustment was calculated using a total cost of \$2,357,832, inclusive of carrying charges. The total cost is being recovered on a levelized basis of \$523,403 over a period of five years. Any unamortized balance will accrue carrying charges at an annual rate of 4.52 percent (equaling the Company's cost of debt of 7.60 percent, net of deferred taxes). Based on actual unit sales for twelve months ending December 31, 2012, the adjustment is set at \$0.00043 per kWh and will remain in place until these storm costs have been fully recovered. The amounts subject to recovery shall be reconciled based on the results of the Commission Staff's Audit.

Authorized by NHPUC Order No. 25,498 in Case No. DE 13-084 dated April 25, 2013

Issued: May 6, 2013
Effective: May 1, 2013

Issued by: Mark H. Collin
Treasurer

STORM RECOVERY ADJUSTMENT FACTOR
SCHEDULE SRAF (Continued)

The Company may petition to change the SRAF should significant over- or under-recoveries occur, or expect to occur. Any adjustment to the SRAF shall be in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five (45) days after the filing of the notice, or such other date as the Commission may authorize.

The Company shall reconcile revenue billed through the SRAF and the amounts subject to recovery, and shall file the results of its recovery with the Commission no later than sixty (60) days after the conclusion of the recovery periods. The disposition of any remaining balances will be subject to Commission review and approval.

Authorized by NHPUC Order No. 25,498 in Case No. DE 13-084 dated April 25, 2013

Issued: May 6, 2013
Effective: May 1, 2013

Issued by: Mark H. Collin
Treasurer

DEFAULT SERVICE
SCHEDULE DS

AVAILABILITY

This Schedule is for energy supply service only. Customers taking service hereunder must also take service under one of the Company's Delivery Service Schedules.

Default Service shall be available under this Schedule to all Customers, including Customers that return to utility-provided energy supply service after receiving energy supply service from a Competitive Supplier or self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or those Customers whose energy to be provided by a Competitive Supplier or self-supply does not reach the Company's distribution system for any reason.

CHARACTER OF SERVICE

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

DEFAULT SERVICE CHARGE

The Default Service Charges ("DSC") for each class are specified on Page 74 for the Non-G1 class and Page 75 for the G1 class, Calculation of the Default Service Charge.

DEFAULT SERVICE CHARGE RECONCILIATION

The DSC shall be calculated separately for the Non-G1 (all classes except G1) and the G1 classes. The DSC for each class shall consist of two separate components, a Power Supply Charge and a Renewable Portfolio Standard (RPS) charge. The Power Supply Charge will be comprised of GIS support payments, internal company administrative costs, supply-related working capital, external company legal and administrative costs, a provision for uncollectible accounts attributed to Default Service, and effective July 1, 2014, \$10,000 per year associated with the NHPUC regulatory assessment, plus wholesale supplier charges. For the Non-G1 class, the Power Supply Charge shall be based on a forecast of all Power Supply costs, and shall include an annual reconciliation with interest for any over- or under-recoveries occurring in the prior period. The wholesale supplier charge component of the Non-G1 class Power Supply Charge will be determined separately for Domestic (D) customers and for Regular General and Outdoor Lighting (G2, OL) customers. For the G1 class, the Power Supply Charge shall be based on wholesale supplier charges which will be determined at the end of each month, plus a forecast of all remaining Power Supply costs, and shall include an annual reconciliation with interest for any over- or under-recoveries occurring in the prior period.

The RPS Charge for each class shall be based on a forecast of the costs to comply with RPS and shall include an annual reconciliation with interest for any over- or under-recoveries occurring in the prior period.

The DSC for the Non-G1 class will be calculated on a six month basis and shall be offered as a fixed charge or as a variable charge, as provided below. The G1 class DSC will also be established on a six month basis, with the wholesale supplier charge component of the Power

Authorized by NHPUC Order No.25,777 in Case No. DE 15-079 dated April 10, 2015

Issued: April 3, 2015

Issued by: Mark H. Collin

Effective: June 1, 2015

Treasurer

DEFAULT SERVICE
SCHEDULE DS (continued)

Supply Charge determined at the end of each month. The G1 class DSC shall be offered as a variable charge only, as provided below.

Separate reconciliation of costs and revenues for the Power Supply Charge and the RPS Charge, for both the Non-G1 and G1 classes, shall be performed on an annual basis effective June 1. For the Power Supply Charge, external company administrative costs will be directly assigned to the Non-G1 or G1 class, as applicable. Costs that are common to both classes will be allocated to those classes based on kWh sales. Costs of uncollectible accounts will be directly assigned to the Non-G1 or G1 class. Default Service costs included in the RPS Charge shall include costs of compliance with the Renewable Portfolio Standard and associated working capital.

Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one rate is reported, the average of the reported rates shall be used. The Company may file to change the DSC at any time should significant over- or under-recoveries occur or be expected to occur.

Any adjustment to the DSC shall be in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Commission may authorize.

NON-G1 DEFAULT SERVICE CHARGES

Non-G1 Default Service pricing is available in two forms: fixed and variable. Fixed pricing will remain the same for six months at a time and will be based on the weighted average monthly wholesale price over the six-month period that the Company pays to its Default Service provider(s). Variable pricing will change from month to month reflecting the monthly wholesale price that the Company pays to its Default Service provider(s).

Fixed pricing is available to all Non-G1 Customers except Non-G1 Customers who previously had a Competitive Supplier or self-supply and return to Default Service after the current six month rate period has commenced. New Non-G1 Customers and Non-G1 Customers receiving Default Service will automatically be placed on fixed pricing.

Variable pricing is available to new Non-G1 Customers, Non-G1 Customers who previously had a Competitive Supplier or self-supply and return to Default Service after the current six month rate period has commenced, and existing Non-G1 Customers who notify the Company of their intent to switch options at least two business days prior to the start of the six month rate period.

Authorized by NHPUC Order No.25,777 in Case No. DE 15-079 dated April 10, 2015

Issued: April 13, 2015
Effective: June 1, 2015

Issued by: Mark H. Collin
Treasurer

DEFAULT SERVICE
SCHEDULE DS (continued)

Non-G1 Customers returning to Default Service from a Competitive Supplier or self-supply will automatically be placed on variable pricing. Non-G1 Customers electing variable pricing or who were placed on variable pricing after returning from a Competitive Supplier or self-supply will not have the opportunity to switch back to fixed pricing until the subsequent six month rate period. Non-G1 Customers wishing to switch back to fixed pricing may do so by notifying the Company at least two business days prior to the start of the subsequent six month period.

G1 DEFAULT SERVICE CHARGES

G1 Default Service pricing is available to all G1 customers as a variable charge only. The G1 Default Service Charge will change monthly, reflecting variations in the wholesale supply charges. The wholesale supply charges included in the Power Supply Charge will be determined as the sum of the average ISO-New England real time hourly locational marginal prices for the New Hampshire load zone, weighted by the wholesale hourly kWh volumes of the Company's G1 Default Service customers, and charges for capacity, ancillary services, and other supplier costs established through a competitive bidding process.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff.

TERM OF CONTRACT

There is no specified term for service hereunder. Switching between optional energy supply services shall be in accordance with provisions contained in the schedules for such services.

SWITCHING TO A COMPETITIVE SUPPLIER OR SELF-SUPPLY

A. On Next Scheduled 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 scheduled 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 scheduled meter read date. There shall be no charge for switching from Default Service to a Competitive Supplier or self-supply if such a notice is given.

Authorized by NHPUC Order No.25,777 in Case No. DE 15-079 dated April 10, 2015

Issued: April 13, 2015
Effective: June 1, 2015

Issued by: Mark H. Collin
Treasurer

DEFAULT SERVICE
SCHEDULE DS (continued)

B. Prior to the Next Scheduled Meter Read Date

If switching to a Competitive Supplier or self-supply before the next scheduled meter read is requested, the Company at its sole discretion and upon agreement by the Customer to pay the applicable fee pursuant to Section II. 10 of the Terms and Conditions for Distribution Service, will terminate Default Service with an unscheduled meter read.

TARIFF PROVISIONS

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is part of this Schedule.

Authorized by NHPUC Order No. 24,682 in Case No. DE 06-123 dated October 23, 2003

Issued: October 24, 2006
Effective: November 1, 2006

Issued by: Mark H. Collin
Treasurer

RESIDENTIAL DEFAULT SERVICE TOU/CPP PILOT PROGRAM
AND C&I DEFAULT SERVICE CPP PILOT PROGRAM
SCHEDULE DS-P

PURPOSE

This Schedule is for the purpose of implementing Time of Use and/or Critical Peak Period Default Service Rates through a Pilot Program for June 1, 2011 through August 31, 2011.

AVAILABILITY

Service is available under the Residential Default Service TOU/CPP Pilot Program for customers on rate Schedule D, Domestic Delivery Service who have central air conditioning and who choose to participate in this Pilot Program and are not receiving Generation Service from a Competitive Supplier. Service is available under the C&I Default Service CPP Pilot Program for customers on rate Schedule G, Regular General Service G2 who choose to participate in this Pilot Program and are not receiving Generation Service from a Competitive Supplier.

RESIDENTIAL DEFAULT SERVICE TOU/CPP PILOT PROGRAM CHARGES – MONTHLY

The Charges for Default Service under this Schedule are shown below:

Default Service Charges*:

Off-Peak kWh	\$0.05131 per kWh
On-Peak kWh	\$0.08487 per kWh
Critical Peak kWh	\$0.61494 per kWh

C&I DEFAULT SERVICE CPP PILOT PROGRAM CHARGES – MONTHLY

The Charges for Default Service under this Schedule are shown below:

Default Service Charges*:

All Non Critical Peak kWh	\$0.05983 per kWh
Critical Peak kWh	\$0.52490 per kWh

* These charges are calculated based on the non-G1 Fixed Default Service Power Supply charge of \$0.07094 per kWh and also include the Fixed Renewable Portfolio Standard Charge of \$0.00180 per kWh, both of which were effective May 1, 2011.

For the purposes of billing under the DS-P rates, "On-Peak" is defined to be between the hours of 12:00 P.M. and 6:00 P.M. (local time) for all non-holiday weekdays, Monday through Friday. "Off-Peak" is defined to be between the hours of 6:00 P.M. and 12:00 A.M. (local time) and between the hours of 12:00 A.M. and 12:00 P.M. (local time) during non-holiday weekdays and all-day for weekends, Saturday and Sunday, and all-day for official Federal and New

Authorized by NHPUC Order No. _____ in Case No. DE _____ dated _____.

Issued: April 27, 2011
Effective: June 1, 2011

Issued by: Mark H. Collin
Treasurer

RESIDENTIAL DEFAULT SERVICE TOU/CPP PILOT PROGRAM
AND C&I DEFAULT SERVICE CPP PILOT PROGRAM
SCHEDULE DS-P (continued)

Hampshire holidays that occur on a weekday. "Critical Peak" is defined to be between the hours of 12:00 P.M. and 6:00 P.M. (local time) for non-holiday weekdays, Monday through Friday, on those dates which are initiated by the Company. A minimum of 2 and a maximum of 8 critical peak day events will be called during the term of this Pilot.

CRITICAL PEAK DAY NOTIFICATION

Customers will be notified of when a Critical Peak Day will occur through a variety of methods which may include the internet notification, voice messages, or text messages. Notification will be given by 3:00 P.M. of the day preceding the event.

TERM OF CONTRACT

The term of contract under this Schedule shall be for the three month period June 1, 2011 to August 31, 2011. Upon completion of the program, Customers will return to the appropriate Fixed or Variable Default Service Charges, whichever the Customer received prior to participation in the Pilot.

DEFAULT SERVICE TERMS AND CONDITIONS

The Company's Default Service Tariff, Schedule DS, in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this Schedule.

TERMS AND CONDITIONS

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 Schedule.

COST RECOVERY

The incremental costs of the design, implementation, and analysis and reporting of the Residential Default Service TOU/CPP Pilot Program and the C&I Default Service CPP Pilot Program shall be recovered in the Company's Non-G1 Default Service Charge over one year, commencing with the Default Service rate period beginning on November 1, 2011. Cost information will be filed 60 days in advance. Incremental costs shall include such items as consultant costs, contractor costs, external programmer costs and equipment costs that are directly related to the Residential Default Service TOU/CPP Pilot Program and the C&I Default Service CPP Pilot Program. Costs associated with existing internal resources shall not be considered incremental.

Authorized by NHPUC Order No. _____ in Case No. DE _____ dated _____.

Issued: April 27, 2011
Effective: June 1, 2011

Issued by: Mark H. Collin
Treasurer

CALCULATION OF THE DEFAULT SERVICE CHARGE

Non-G1 Class Default Service:

	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Total
Power Supply Charge							
Residential Class							
1 Reconciliation	(\$22,771)	(\$23,994)	(\$22,645)	(\$20,346)	(\$18,419)	(\$17,130)	(\$125,304)
2 Total Costs	\$3,480,619	\$4,594,771	\$4,285,670	\$3,015,924	\$2,088,170	\$1,620,290	\$19,085,444
3 Reconciliation plus Total Costs (L.1 + L.2)	\$3,457,848	\$4,570,777	\$4,263,024	\$2,995,578	\$2,069,751	\$1,603,160	\$18,960,140
4 kWh Purchases	<u>41,166,605</u>	<u>43,378,451</u>	<u>40,940,235</u>	<u>36,783,642</u>	<u>33,298,924</u>	<u>30,968,524</u>	<u>226,536,380</u>
5 Total, Before Losses (L.3 / L.4)	\$0.08400	\$0.10537	\$0.10413	\$0.08144	\$0.06216	\$0.05177	\$0.08370
6 Losses	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>
Total Retail Rate - Residential Variable Power Supply Charge (L.5 * (1+L.6))	\$0.08937	\$0.11211	\$0.11079	\$0.08665	\$0.06613	\$0.05508	
8 Total Retail Rate - Residential Fixed Power Supply Charge (L.5 * (1+L.6))							\$0.08905
G2 and OL Class							
9 Reconciliation	(\$8,933)	(\$9,194)	(\$9,186)	(\$9,169)	(\$8,602)	(\$8,287)	(\$53,370)
10 Total Costs	\$1,367,153	\$1,743,727	\$1,713,255	\$1,337,392	\$952,131	\$763,851	\$7,877,509
11 Reconciliation plus Total Costs (L.9 + L.10)	\$1,358,220	\$1,734,533	\$1,704,069	\$1,328,223	\$943,529	\$755,564	\$7,824,139
12 kWh Purchases	<u>16,152,651</u>	<u>16,623,879</u>	<u>16,609,176</u>	<u>16,578,365</u>	<u>15,552,653</u>	<u>14,983,185</u>	<u>96,499,908</u>
13 Total, Before Losses (L.11 / L.12)	\$0.08409	\$0.10434	\$0.10260	\$0.08012	\$0.06067	\$0.05043	\$0.08108
14 Losses	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>
Total Retail Rate - G2 and OL Variable Power Supply Charge (L.13 * (1+L.14))	\$0.08947	\$0.11102	\$0.10916	\$0.08525	\$0.06455	\$0.05365	
16 Total Retail Rate - G2 and OL Fixed Power Supply Charge (L.13 * (1+L.14))							\$0.08627

Renewable Portfolio Standard (RPS) Charge							
17 Reconciliation	(\$90,817)	(\$95,068)	(\$91,182)	(\$84,547)	(\$77,401)	(\$72,806)	(\$511,822)
18 Total Costs	<u>\$194,365</u>	<u>\$417,212</u>	<u>\$400,160</u>	<u>\$371,049</u>	<u>\$339,688</u>	<u>\$319,525</u>	<u>\$2,042,000</u>
19 Reconciliation plus Total Costs (L.17 + L.18)	\$103,548	\$322,144	\$308,978	\$286,502	\$262,287	\$246,719	\$1,530,178
20 kWh Purchases	<u>57,319,256</u>	<u>60,002,329</u>	<u>57,549,411</u>	<u>53,362,007</u>	<u>48,851,576</u>	<u>45,951,709</u>	<u>323,036,288</u>
21 Total, Before Losses (L.19 / L.20)	\$0.00181	\$0.00537	\$0.00537	\$0.00537	\$0.00537	\$0.00537	\$0.00474
22 Losses	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>	<u>6.40%</u>
23 Total Retail Rate - Variable RPS Charge (L.21 * (1+L.22))	\$0.00192	\$0.00571	\$0.00571	\$0.00571	\$0.00571	\$0.00571	
24 Total Retail Rate - Fixed RPS Charge (L.21 * (1+L.22))							\$0.00504

TOTAL DEFAULT SERVICE CHARGE							
25 Total Retail Rate - Residential Variable Default Service Charge (L.7 + L.23)	\$0.09129	\$0.11782	\$0.11650	\$0.09236	\$0.07184	\$0.06079	
26 Total Retail Rate - Residential Fixed Default Service Charge (L.8+L.24)							\$0.09409
27 Total Retail Rate - G2 and OL Variable Default Service Charge (L.15 + L.23)	\$0.09139	\$0.11673	\$0.11487	\$0.09096	\$0.07026	\$0.05936	
28 Total Retail Rate - G2 and OL Fixed Default Service Charge (L.16+L.24)							\$0.09131

Authorized by NHPUC Order No. 25,823 in Case No. DE 15-079, dated October 9, 2015

CALCULATION OF THE DEFAULT SERVICE CHARGE

G1 Class Default Service:

	<u>Dec-15</u>	<u>Jan-16</u>	<u>Feb-16</u>	<u>Mar-16</u>	<u>Apr-16</u>	<u>May-16</u>	<u>Total</u>
Power Supply Charge							
1 Reconciliation							(\$217,072)
2 Total Costs excl. wholesale supplier charge							<u>\$21,966</u>
3 Reconciliation plus Total Costs excl. wholesale supplier charge (L.1 + L.2)							(\$195,105)
4 kWh Purchases							<u>20,996,111</u>
5 Total, Before Losses (L.3 / L.4)							(\$0.00929)
6 Losses							<u>4.591%</u>
7 Power Supply Charge excl. wholesale supplier charge (L.5 * (1+L.6)) (2)	(\$0.00972)	(\$0.00972)	(\$0.00972)	(\$0.00972)	(\$0.00972)	(\$0.00972)	(\$0.00972)
8a Wholesale Supplier Charge	MARKET	MARKET	MARKET	MARKET	MARKET	MARKET	
8b Losses	<u>4.591%</u>	<u>4.591%</u>	<u>4.591%</u>	<u>4.591%</u>	<u>4.591%</u>	<u>4.591%</u>	
8 Retail Rate - Wholesale Supplier Charge (L.8a * (1+L.8b))	MARKET	MARKET	MARKET	MARKET	MARKET	MARKET	
9 Total Retail Rate - Power Supply Charge (L.7 + L.8)	MARKET	MARKET	MARKET	MARKET	MARKET	MARKET	
Renewable Portfolio Standard (RPS) Charge							
10 Reconciliation	(\$6,910)	(\$6,630)	(\$6,718)	(\$7,010)	(\$6,565)	(\$6,799)	(\$40,632)
11 Total Costs	<u>\$12,319</u>	<u>\$24,237</u>	<u>\$24,558</u>	<u>\$25,625</u>	<u>\$23,999</u>	<u>\$24,856</u>	<u>\$135,593</u>
12 Reconciliation plus Total Costs (L.10+ L.11)	\$5,409	\$17,607	\$17,840	\$18,615	\$17,434	\$18,057	\$94,961
13 kWh Purchases	<u>3,570,608</u>	<u>3,426,028</u>	<u>3,471,343</u>	<u>3,622,174</u>	<u>3,392,414</u>	<u>3,513,544</u>	20,996,111
14 Total, Before Losses (L.12 / L.13)	\$0.00151	\$0.00514	\$0.00514	\$0.00514	\$0.00514	\$0.00514	
15 Losses	<u>4.591%</u>	<u>4.591%</u>	<u>4.591%</u>	<u>4.591%</u>	<u>4.591%</u>	<u>4.591%</u>	
16 Total Retail Rate - RPS Charge (L.14 * (1+L.15))	\$0.00158	\$0.00538	\$0.00538	\$0.00538	\$0.00538	\$0.00538	
TOTAL DEFAULT SERVICE CHARGE							
17 Total Retail Rate - Default Service Charge (L.9 + L.16)	MARKET	MARKET	MARKET	MARKET	MARKET	MARKET	

Authorized by NHPUC Order No. 25,823 in Case No. DE 15-079, dated October 9, 2015

RATES APPLICABLE TO QUALIFYING FACILITIES
SCHEDULE QF

AVAILABILITY

The Company will purchase electricity from and provide certain service to any small power producer, cogenerator, or limited electrical energy producers (collectively referred to as a "Qualifying Facility" or, "QF") in its service territory as required by the New Hampshire Limited Electrical Energy Producer Act, N.H. RSA 362-A (LEEPA), or the Federal Public Utility Regulatory Policies Act Section 210 (PURPA).

PURCHASE RATES

Rates for Qualifying Facilities 1 MW or Greater

Qualifying Facilities that have a design capacity of 1 MW or greater shall have their output metered and purchased at rates equal to the payments received by the Company from the ISO-NE, net of all charges imposed by the ISO-NE for such output, for the hours in which the Qualifying Facility generated electricity in excess of its requirements.

Rates for Qualifying Facilities Less Than 1 MW

Qualifying Facilities with a design capacity less than 1 MW, shall have their output metered and purchased at rates equal to the arithmetic average of the Short-Run Energy rate in the calendar month, net of all charges imposed by the ISO-NE for such output, for the KWH which the Qualifying Facility generated electricity in excess of its requirements. The Short-Run Energy rate is the hourly market-clearing price for energy as determined by the ISO-NE and its successors.

Net Metering - Rates for Qualifying Facilities 25 kW or Less

Projects 25 kilowatts and under using solar, wind and/or hydro generation shall have the option of being served under Net Energy Metering as specified by NH RSA 362-A:9 and NHPUC Rules Chapter Puc 900, Net Metering For Customer-Owned Renewable Energy Generation Resources of 25 Kilowatts or Less.

RATES APPLICABLE TO QUALIFYING FACILITIES
SCHEDULE QF (continued)

Rates for Capacity and Reserves-Related Products

The Company shall make payments to a Qualifying Facility for capacity and/or reserves-related products if the sale is recognized by ISO-NE as a capacity and/or reserves-related product sale. The Company shall pay rates equal to the payments received for the sale of any capacity and/or reserves-related products associated with such Qualifying Facility output to the ISO-NE, net of all charges imposed by the ISO-NE.

Line Losses

Energy for purchases shall be adjusted to reflect the costs or savings in line losses that result from purchases from the Qualifying Facility. Because the appropriate line loss factor and adjustment may be unique to each interconnection, the Company will adjust the line loss factor on a case by case basis.

PAYMENT

Payment by Company for Power Supplied

A Qualifying Facility selling power to the Company may choose to receive a check from the Company as payment for power supplied or may have payment credited towards its bill from the Company.

Payment by Customer for Interconnection Costs

These payment provisions shall apply to new Qualifying Facilities who are taking service under this schedule. The Qualifying Facility shall pay all incremental interconnection costs that are a direct result of connecting the Customer's power production equipment to the Company's distribution system, including the cost of engineering studies that will be used to provide a more accurate assessment of interconnection costs. The Company's procedures for interconnection studies and cost estimates are set forth in Section V of Unitil Interconnection Requirements for Customer Owned Generation. The incremental cost of interconnection, including the cost of engineering studies, shall be paid in advance of any work undertaken by the Company.

The incremental cost of interconnection includes the costs of installation, equipment, operations and maintenance expense, property taxes, insurance, and all incremental modifications

RATES APPLICABLE TO QUALIFYING FACILITIES
SCHEDULE QF (continued)

to the distribution and transmission system to the extent such incremental modifications are for the sole benefit of the customer-generator and are necessary to incorporate the Customer's generation into the Company's distribution system. Costs of system improvements and equipment installed to provide retail service to the Customer consistent with the Company's Terms and Conditions for Distribution Service shall be excluded from the incremental cost of interconnection.

INTERCONNECTION STANDARDS

The Company's interconnection standards for Qualifying Facilities located within its service territory are set forth in Unitil Interconnection Requirements for Customer Owned Generation. These standards for interconnection shall apply to all new Qualifying Facilities taking service under this Schedule. Wholesale transactions shall follow the interconnection requirements or standards set forth by the ISO-NE and the Federal Energy Regulatory Commission (FERC).

RATE FOR OTHER ELECTRICAL SERVICES

The Company shall, upon request by a Qualifying Facility, supply to a Qualifying Facility supplementary, back-up, maintenance, and interruptible power under the rate schedules applicable to all customers for such service, regardless of whether they generate their own power. Where it is possible for a Qualifying Facility to receive this service under the applicability clauses of more than one rate schedule, the Qualifying Facility may choose the rate schedule under which it will be served.

INDEMNIFICATION

The Qualifying Facility shall defend, indemnify and hold the Company harmless from and against all claims for damage to the Qualifying Facility's equipment or damage or injury to any person or property arising out of the Qualifying Facility'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.

TARIFF PROVISIONS

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is part of this Schedule.

LOAD RESPONSE PROGRAM
SCHEDULE LR

AVAILABILITY

This schedule is available to Customers meeting the criteria of the Independent System Operator of New England ("ISO-NE") Load Response Program(s), collectively ("LRP"), approved by the Federal Energy Regulatory Commission ("FERC"), as amended from time to time. Interested Customers may enroll with the Company or any other ISO-NE Market Participant ("Participant"), subject to the provisions of the LRP in effect at the time.

CUSTOMER REQUIREMENTS

Customers participating in a LRP with the Company will be required to complete a Service Agreement and install additional required metering software, telephone lines, internet connections and other equipment necessary to participate in the LRP. Incremental equipment and other fees and costs of participation in the LRP may also be the responsibility of the Customer.

INTERRUPTION REQUIREMENTS

Customers wishing to participate in the LRP will be required to meet all the criteria for load interruptions set forth by the LRP.

COMPENSATION

The Company shall compensate the Customer for electric demand reductions by paying to the Customer an amount for each electric demand reduction equal to the amount paid to the Company by the ISO-NE for said reduction. The Company shall make the required payment by crediting the Customer's electric account within 45 days of the date of the Company's receipt of payment from the ISO-NE.

The Company makes no further representation as to a) the amount that shall be paid to the Customer as compensation for electric demand reductions hereunder; or b) when such payment shall be made. All payments shall be determined by ISO-NE in accordance with the LRP.

TARIFF PROVISIONS

The Company's complete Tariff, where not inconsistent with any specific provisions hereof, is a part of this Schedule.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT

This Agreement made this ___ day of _____, 200_, between _____,
a New Hampshire corporation with a principal place of business at

("Company") and _____, a

_____ corporation with a principal place of business at
_____ ("Supplier").

I. Basic Understandings

Company has the authority and obligation under New Hampshire's Electric Utility Restructuring Law and the Report of the Electronic Data Interchange Working Group ("EDI Working Group Report"), and the Company's Terms and Conditions for Competitive Suppliers approved by the New Hampshire Public Utilities Commission ("Commission") to perform services for competitive suppliers of electricity. The EDI Working Group Report requires the Supplier to enter into a trading partner agreement with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, Company agrees to provide services to Supplier in accordance with the terms of this Agreement.

This Agreement has been developed for use between Company and Supplier, and may not be waived, altered, amended, or modified, except as provided herein. Exhibit A, attached hereto and incorporated herein by reference, includes additional terms which are a part of this Agreement.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms & Conditions or the EDI Working Group Report.

III. Term

This Agreement shall become effective on the date hereof ("Effective Date") and shall continue in full force and effect unless terminated by either party by written notice given no less than 60 days prior to the scheduled termination date, except as provided in Sections VI and XII of this Agreement. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Company Services as set forth in Section VII only after the requirements of Section IV of this Agreement have been satisfied. Notwithstanding the foregoing, the parties agree to abide by all items of this Agreement during the processing of any outstanding transactions through completion.

IV. Conditions Precedent

The following requirements shall be conditions precedent to Company's obligations hereunder:

- A. Supplier shall provide all information requested in Exhibit B attached hereto.
- B. Supplier shall register with the Commission.
- C. If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company a complete schedule of Supplier's relevant rates and

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

D. pricing options for Generation Service in an electronic format acceptable to Company, at Company's option, no less than ten (10) business days prior to initial Customer enrollment for any such rate or prior to a change in Supplier's existing rates or five (5) business days prior to a change in rate pricing options.

E. Prior to Customer enrollment, Supplier shall participate in supplier training and successfully complete testing with the Company of the Electronic Data Interchange ("EDI") transactions as specified in the EDI Working Group Report and any other applicable EDI Working Group standards published under the direction of the EDI Working Group.

F. For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; provided, however, that in the event Supplier intends to terminate its third-party arrangement for EDI services, Supplier shall provide Company 60-days prior written notice of such intent to terminate.

V. Representations

Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, and Commission orders or regulations during the term of this Agreement.

Each person executing this Agreement for the respective parties represents and warrants that he or she has authority to bind that party.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Each party represents that (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such party; and (c) this Agreement constitutes that party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

Each party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

VI. Supplier's Responsibilities

Supplier shall notify Company within twenty-four (24) hours in writing if its authority to provide competitive electric services in New Hampshire is revoked or otherwise suspended or modified by the Commission in a way that affects this agreement. Failure of Supplier to maintain its registered status with the Commission shall be grounds for termination of this Agreement by Company.

Supplier must either (i) be an ISO-NE member having its own Settlement Account, or (ii) have an agreement in place with an ISO-NE member whereby the ISO-NE member agrees to include the load to be served by the Supplier in such ISO-NE member's Settlement Account. Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

has no knowledge, and that will render Supplier or its agent unable to maintain the status with ISO-NE required to serve load. Upon such notice or upon the occurrence of such an event, Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs.

Supplier shall update Exhibit B within five (5) business days of changes in any information contained therein.

Supplier acknowledges the Company will select and may change from time to time the Value Added Network ("VAN") or other electronic transmission vehicle used by the Company. Supplier shall be responsible for the payment of all VAN or other electronic transmittal cost.

Supplier acknowledges that, unless otherwise agreed, Company will not include preexisting Supplier balances on Consolidated Billing for newly enrolled Customers.

VII. Company Services

The Company shall provide Distribution Service pursuant to the Company's Tariff. In the event the terms of this Agreement conflict with those of the Tariff, the terms of the Tariff shall govern.

A. Billing Services

Supplier will be offered two billing services: (1) Consolidated Billing Service; and (2) Standard Billing Service. All measured billing determinants provided by the Company will be

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

based on Company owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

i. Consolidated Billing Service

In accordance with the provision of the Consolidated Billing Service Option, Company will issue a single bill for electric service. Company will use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Company agrees to provide Supplier with customer usage and billing information, in accordance with the procedures set forth in the EDI Working Group Report. Upon receipt of Customer payments, Company agrees to send a payment/adjustment transaction to the Supplier, in accordance with the procedures set forth in the EDI Working Group Report. Supplier agrees to be responsible for its own bill collections, unless otherwise specified in Exhibit A.

Supplier rates and pricing options must conform to the rate structure in use by Company for that specific tariffed Distribution Service and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next bill reading, provided that: 1) Supplier notifies Company of the rate changes in accordance with Section IV.C.; and 2) the notification includes the old and new rates, pricing options, and effective date.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

ii. Standard Billing Service

In accordance with the provision of the Standard Billing Service Option, Supplier will separately bill Customers for the cost of Generation Service provided by the Supplier and collect amounts due to the Competitive Supplier from the Customer. Company agrees to provide Supplier with Customer usage information, in accordance with the procedures set forth in the EDI Working Group Report.

iii. Transaction Processing

Customer transactions will be processed in accordance with the standard formats described in the EDI Working Group Report as approved by the Commission. These transactions include but are not limited to account administration, reporting of Customer usage and billing, and reporting of Customer payments and adjustments. Any changes in these standard transactions will be in accordance with the EDI Change Control Process and must be approved by the Commission.

iv. Conditions of Billing

Customers that contact Company concerning the billed amount for Supplier Generation Service or any other Supplier issue will be referred to Supplier's customer service number identified in Exhibit B unless otherwise specified in Exhibit A. Company will not respond to Customer inquiries concerning generation service issues unless otherwise specified in Exhibit A. For both Standard Billing Service and Consolidated Billing Service, Supplier shall be responsible

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

for the reporting and payment of all taxes or other fees assessed upon Generation Service by any local, state, federal or other taxing or administrative bodies.

v. Rendering of Bills (Consolidated Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Supplier Generation Service. These statements will be included as part of the regular monthly bill for Company's Distribution Service mailed to the Customer. These statements will include Supplier's toll free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by the Commission. Outstanding Customer balances for Generation Service will be identified on the bill for up to two statement periods following the time when Supplier is no longer the Customer's current generation supplier.

vi. Billing Errors

If Supplier finds that the Company has made a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, the Supplier shall notify Company in writing and explain the nature of the error. Upon confirmation of the error, Company will re-bill the affected Customer reflecting an appropriate adjustment in the Customer's account. Similarly, if the Company discovers an error

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

that it has made, the Company shall notify Supplier in writing and explain the nature of the error. Upon confirmation of the error, an appropriate adjustment will be made on the next bill sent to the Customer. Suppliers will be notified electronically of any billing adjustment as provided by the EDI Standards. Further, as agreed between the Company and Supplier, the Company shall re-bill or adjust Customers' bills due to Supplier's errors in the next billing cycle. When either party reasonably believes that an error related to billing activity may have occurred, either party may request the production of documents required to verify the accuracy of such billing, which the other party will provide within ten (10) business days. The Company shall not be required to adjust any errors as described in this paragraph after twenty- four (24) months from the date of the statement to the Customer which contained the error.

vii. Payment Processing

For Customers under Consolidated Billing Services, Supplier hereby authorizes Company to process payments and apply monies in accordance with this Agreement. If a Customer pays Company less than the full amount billed, Company shall apply the payment first to amounts owed for Distribution Service, and if any payment remains, Company shall apply it to amounts owed for Generation Service.

Upon posting a received payment, Company shall notify Supplier prior to the close of the next business day that it has posted that payment, and shall send the payment to the Supplier within three (3) business days, or as otherwise specified in Exhibit A.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

B. Load Estimating and Reporting

Company shall determine Supplier's hourly loads and report such to the ISO-NE in accordance with the procedures established by ISO-NE. As agreed between the Company and the Supplier, Company shall provide Supplier with the following reports: 1) daily report of aggregated hourly usage; and 2) monthly reconciliation of Supplier aggregated load (completed Customers' meters have been read). Company will provide these reports to Supplier in a format established by the Company.

C. Additional Services

Additional Services provided by the Company are set forth in Exhibit A hereto.

VIII. Fees

Fees for other services are set forth in Exhibit A. Company shall have the right to subtract fees owing to Company from Supplier from amounts Company collects on behalf of Supplier for reimbursement by Supplier of fees past sixty (60) days. Amounts subject to a good faith dispute will not be subject to deduction.

IX. Billing and Payment for Services

Bills for services provided by Company under the terms of this Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to make payment within twenty-five (25) days of the

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

posted date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month commencing from the date said bill was posted. As agreed to by the Company and the Supplier the bill may also be transmitted electronically to the Supplier.

X. Nondisclosure

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such party, without the express prior written consent of the other party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, customers of either or both parties, suppliers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was known to be under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

XI. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any party, by written notice to the other party ("Breaching Party") may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: a) the Breaching Party terminates or suspends doing business, or, for Supplier, its registered status is revoked or refused renewal; b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

an assignment for the benefit of creditors; or c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions and has not cured such breach within thirty (30) days after receipt of a written notice from the other party specifying the nature of such.

No delay by either party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either party is legally entitled.

XII. Force Majeure

Neither party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure occurs without fault or negligence and is caused by factors beyond the party's reasonable control, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, terrorism, insurrection, act of God or the public enemy, action of a court or public authority, or any other cause beyond the reasonable control of the party, which by the exercise or due diligence is unable to overcome. In

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

XIII. Liability and Indemnification

In accordance with Section VII, B of this Agreement, Company shall not be responsible for any load estimation errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

Except as provided above and in Section VII, B of this Agreement, Company and Supplier agree to indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents 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 the performance of its obligations under the Terms and Conditions. Company and Supplier agree to waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under this Agreement.

Neither the Company nor the Supplier shall be liable for any special, indirect, punitive, exemplary or consequential damages whatsoever under any theory of law that is now or may in the

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

future be in effect, including without limitation: contract, tort, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered, circumstances beyond Company's immediate control, including but not limited to acts of God, accidents, labor difficulties, actions of transmission service provider(s), competitive suppliers, federal, state, or municipal authorities, the failure to receive electricity from any competitive suppliers, implementation of an emergency load reduction program, or the inability for any other reason to maintain uninterrupted and continuous deliveries.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any party hereto be liable to any other party hereto for consequential, punitive, special, or exemplary damages.

Notwithstanding the availability of other remedies at law or in equity, either party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other party.

The provisions of this Section shall survive the termination of this Agreement.

XIV. Terms and Conditions

The parties agree to act in compliance with this Agreement at all times.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XV. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the parties' representatives for resolution. The parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Sec XI. If the parties fail to resolve the dispute, they may mutually agree to pursue mediation or arbitration to resolve such issues.

XVI. Notice

All notices and other communications shall be to the Company contacts listed on the Company's website except as may expressly be provided otherwise in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. Governing Law

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XVIII. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XIX. Assignment and Delegation

Either party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall relieve the assigning party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the subcontractor shall meet the terms and conditions of this Agreement. The assigning or subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

XX. Miscellaneous

This Agreement is the entire agreement between the parties and supersedes all other agreements, communications, and representations.

This Agreement may be amended by written agreement of the parties.

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

[SUPPLIER]

By _____

Title _____

[COMPANY]

By _____

Title _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

1. Budget and Payment Options

Supplier acknowledges that Company offers budget and payment plans. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to the Distribution Service, and if any payment remains, the Company shall apply it to Generation Service.

2. Summary Billing

Supplier acknowledges that Company offers a Summary Billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to Distribution Service owed for all accounts, and if any payment remains, the Company shall apply it to Generation Service based on a predetermined cash posting sequence.

3. Fees

Supplier agrees to pay any fees if and as approved by the PUC. Company shall notify Supplier of the approval of any such fees, and will amend this Exhibit A as may be necessary to describe them.

4. Holidays and Time

Any reference made with respect to time either in this Agreement or the EDI Standards is understood to be Eastern Standard Time.

The Company observes the following holidays and will not receive or process electronic transactions on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving Day, and Christmas Day. All holidays will be the nationally observed day, or as otherwise posted by the Company.

5. Money Transfers

The Company will transfer payments to the Supplier by way of Automated Clearing House within three business days of the Company's receipt of payment from the Customer.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

6. Business Continuity Plan

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

7. Company Contact

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site (www.unitil.com).

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

Supplier must fill this form out completely and return it to Company prior to entering into a trading partner agreement with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.

A. General Information (all suppliers)

1. Legal name of the supplier

2. d.b.a. name, if applicable

3. Supplier Address _____

4. Type of Business Entity _____

5. Supplier Customer Service phone number

6. Supplier Tax Identification number

7. Name of the Supplier's general contact & phone number

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

8. Supplier's general contact facsimile number _____

9. Supplier's general contact internet address

10. Name of Supplier's technical contact and phone number

11. Supplier's technical contact facsimile number

12. Supplier's technical contact internet address

13. Supplier Dun & Bradstreet number

14. Date Supplier attended New Hampshire supplier training?

15. Has Supplier registered with the New Hampshire Public Utilities Commission?

B. Billing and Banking Information (for Suppliers opting Consolidated Billing Service)

1. If the Supplier is planning to assign its own account number, provide format and size _____

2. Name of receiving bank (to accept electronic transfer of customer payments) _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

3. Routing and transit number (ABA number)

4. Bank account number

C. Value Added Network (VAN)

1. Name of VAN Provider

2. ISA Qualifier

3. ISA ID

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

D. Establishment of ISO-NE Tie Line

1. Name of the ISO-NE member in whose Settlement Account the Supplier's load will be served

2. Settlement Account Number

3. Supplier Contact Name and phone number

4. Supplier Contact facsimile number

5. Supplier Contact e-mail address

6. Estimated Load Transfer (kW Demand)

7. Estimated Transfer Date (mo/day/year)

E. Supplier Load Allocation

Check to receive load profiling results ____ daily, ____ monthly, ____ both and provide an e-mail address _____.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

F. Notices to Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Telecopier: _____

Electronic Mail: _____

Authorized Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____

**DISTRIBUTED ENERGY RESOURCES INVESTMENT CHARGE
SCHEDULE DERIC**

The Distributed Energy Resources Investment Charge (“DERIC”), as specified on Calculation of the Distributed Energy Resources Investment Charge, shall be billed by the Company to all customers taking Delivery Service from the Company. The purpose of the DERIC is to recover, on a fully reconciling basis, the costs of the Company’s investments in distributed energy resources.

The DERIC shall be established annually based on a forecast of includable costs, and shall include a full reconciliation with interest for any over- or under-recoveries occurring in the prior year(s). Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one interest rate is reported, the average of the reported rates shall be used. The Company may file to the change the DERIC at any time should significant over- or under-recoveries occur or be expected to occur.

Any adjustment to the DERIC shall be in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five (45) days after the filing of the notice, or such other date as the Commission may authorize. The annual adjustment to the DERIC shall be derived in the same manner as that provided by Calculation of the Distributed Energy Resources Investment Charge.

The DERIC shall be calculated according to the formula below.

$$\text{DERIC}_x = (RR_x - OR_x + \text{LBR}_x + \text{RA}_{x-1} + I_x) / \text{FkWh}_x; \text{ where}$$

DERIC_x = The annual Distributed Energy Resources Investment Charge for the year “x”. “x” is the forecast year.

RR_x = The projected annual Revenue Requirement for the recovery of the investment and operation and maintenance costs of the Company’s distributed energy resource investments approved by the Commission pursuant to RSA 374:G. The annual revenue requirement shall consist of the return on rate base and associated income taxes, along with depreciation and amortization expense, operation and maintenance expenses and taxes other than income taxes.

OR_x = The projected annual Offset Revenues received from any source that the Company is able to secure to support the cost of its investments.

Authorized by NHPUC Order No. _____ in Case No. DE _____ dated _____

**DISTRIBUTED ENERGY RESOURCES INVESTMENT CHARGE
SCHEDULE DERIC**

LBR_x = The projected calculated lost base revenue in year x resulting from the implementation of approved distributed energy resource investments.

RA_{x-1} = The annual Reconciliation Adjustment defined as the difference between (a) the actual annual Revenue Requirement, Offset Revenues, and LBR in the previous year, and (b) the revenue actually collected in the previous year. Interest calculated on the average monthly balance shall also be included in the RA. Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one interest rate is reported, the average of the reported rates shall be used.

I_x = The estimated interest in the forecast period, calculated as defined above.

$FkWh_x$ = The forecasted kWh is the forecasted amount of electricity to be distributed to the Company's distribution customers for the year "x".

Authorized by NHPUC Order No. _____ in Case No. DE _____ dated _____

Issued: August 5, 2009
Effective: October 1, 2009

Issued by: Mark H. Collin
Treasurer

**CALCULATION OF THE
DISTRIBUTED ENERGY RESOURCES INVESTMENT CHARGE**

- | | |
|--|--------------------|
| 1. (Over)/under Recovery - Beginning Balance January 1, 2010 | to be filed |
| 2. Estimated Total Costs (January 2010 - December 2010) | to be filed |
| 3. Estimated Interest (January 2010 - December 2010) | <u>to be filed</u> |
| 4. Costs to be Recovered (L.1 + L.2 + L.3) | to be filed |
| 5. Estimated Calendar Month Deliveries in kWh (January 2010 - December 2010) | <u>to be filed</u> |
| 6. Distributed Energy Resources Investment Charge (\$/kWh) (L.4/L.5) | to be filed |

Authorized by NHPUC Order No. in Case No. , dated

RENEWABLE SOURCE OPTION
SCHEDULE RSO

This page has been deleted.

Authorized by NHPUC Order No.25,597 in Case No. DE 13-262, dated November 22, 2013

Issued: December 19, 2013
Effective: December 19, 2013

Issued by: Mark H. Collin
Treasurer

RENEWABLE SOURCE OPTION
SCHEDULE RSO

This page has been deleted.

Authorized by NHPUC Order No.25,597 in Case No. DE 13-262, dated November 22, 2013

Issued: December 19, 2013
Effective: December 19, 2013

Issued by: Mark H. Collin
Treasurer

RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM (continued)

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”) through an additional charge on their monthly electric service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. The Customer must own the residential property where the energy-efficiency measures are installed; and
2. The Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive retail delivery service Domestic Delivery Service Schedule D; and
3. The Customer must have good credit with the Company, which is defined as a Customer that has not received a disconnect notice from the Company during the twelve months preceding the Customer’s request for service under this program; and
4. The Customer Loan Amount must be greater than or equal to \$500 and less than or equal \$2,000 and must not exceed the Customer’s share of the installed cost of the energy-efficiency measures installed under the Company’s approved residential energy-efficiency weatherization program.

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

Any Customer taking service under this program must remain a Domestic Delivery Service Customer of the Company at the residential property where the energy-efficiency measures are installed. In the event the Customer does not remain a Domestic Delivery Service Customer of the Company at the residential property where the energy-efficiency measures are installed, any remaining charges under this program shall immediately become due and payable.

Authorized by NHPUC Order No. 25,747 in Docket No. DE 14,216 dated December 31, 2014

Issued: May 29, 2015
Effective: July 1, 2015

Issued by: Mark H. Collin
Treasurer

RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM (continued)

CUSTOMER LOAN AGREEMENT

Participating Customers shall be required to execute a separate Customer Loan Agreement which will specify the fixed monthly charge and the terms of the payment period. A 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 Domestic 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 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 limitations as specified below:

<u>Customer Loan Amount</u>	<u>Maximum Repayment Term (in Months)</u>
Greater than or equal to \$500 and less than or equal to \$2,000	24

Authorized by NHPUC Order No. 25,747 in Docket No. DE 14,216 dated December 31, 2014

Issued: May 29, 2015
Effective: July 1, 2015

Issued by: Mark H. Collin
Treasurer

NON-RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM

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") through an additional charge on their monthly electric service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. The Customer must own or lease the property where the energy-efficiency measures are installed; and
2. For leased property, the Repayment Term of the loan cannot exceed the months remaining on the lease. Lease option months will be considered remaining months; and
3. The Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive retail delivery service General Delivery Service Schedule G; and
4. The Customer must have good credit with the Company, which is defined as a Customer that has not received a disconnect notice from the Company during the twelve months preceding the Customer's request for service under this program; and
5. The Customer Loan Amount must be greater than or equal to \$500 and less than or equal to \$50,000 per project and must not exceed the Customer's share of the installed cost of the energy-efficiency measures installed under the Company's approved energy-efficiency program; and
6. A 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; and
7. 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.

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

Any Customer taking service under this program must remain a General Delivery Service Customer of the Company at the property where the energy-efficiency measures are installed. In the event the Customer does not remain a General 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.

Authorized by NHPUC Secretarial Letter in Case No DE 11-213 dated October 21, 2011

Issued: September 21, 2011
Effective: November 1, 2011

Issued by: Mark H. Collin
Treasurer

NON-RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM (continued)

CUSTOMER LOAN AGREEMENT

Participating Customers shall be required to execute a separate Customer Loan Agreement for each project which will specify the fixed monthly charge and the terms of the payment period, however, the Company may consolidate loans for projects with the same Repayment Term. A 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 General 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 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 limitations as specified below:

<u>Customer Loan Amount</u>	<u>Maximum Repayment Term (in Months)</u>
Greater than or equal to \$500 and less than or equal to \$2,000	24
Greater than \$2,000 and less than or equal to \$3,000	36
Greater than \$3,000 and less than or equal to \$4,000	48
Greater than \$4,000 and less than or equal to \$5,000	60
Greater than \$5,000 and less than or equal to \$6,000	72
Greater than \$6,000 and less than or equal to \$7,500	84
Greater than \$7,500 and less than or equal to \$50,000	120

Authorized by NHPUC Order No. 25,462 in Case No. DE 12-262 dated February 1, 2013

Issued: March 15, 2013
Effective: May 1, 2013

Issued by: Mark H. Collin
Treasurer